

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. ITB No. 21-031
Clerk Tracking No. 2021-00058
Project Name: West Goodlette Frank (WGF) Sanitary Sewer Septic Connections and Septic Tank Abandonments

THIS AGREEMENT (the "Agreement") is made and entered into this 21ST day of April 2021 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Denco Construction, Inc.**, a Florida Corporation, located at: **4600 Cummins Court; Fort Myers, Florida 33905** (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. 21-031 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 **West Goodlette Frank (WGF) Sanitary Sewer Septic Connections and Septic Tank Abandonments** 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 substantially completed by **February 1, 2022 and fully completed no later than February 28, 2022. An Administrative Close-out time frame of 60-days is being added to the Project.** Time is of the essence with respect to the performance of this Agreement.

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

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

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

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

3.6. Bond. A Payment & Performance Bond with be 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 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 **\$1,867,540.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

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

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:

Denco Construction, Inc.
4600 Cummins Court; Fort Myers, Florida 33905
Attention: **Robert H. Bubar**, President
FEI/EIN Number: On File (FL)

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. Ramoos*
Patricia L. Ramoos, City Clerk

Approved as to form and legal sufficiency:

By: *James D. Fox* *Nancy Stronach*
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

Frank G. BSAW
Witness Printed Name

CONTRACTOR:

DENCO CONSTRUCTION, INC.
4600 Cummins Court
Fort Myers, Florida 33905
Attention: Robert H. Bubar, President

By: *Robert H. Bubar*

Printed Name: ROBERT H. BUBAR

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)(none), and Vendor's Submittal of (ITB) Invitation-To-Bid No. 21-031, titled West Goodlette Frank (WGF) Sanitary Sewer System Connections and Septic Tank Abandonments all herein referenced and made a part of this Agreement.

END OF EXHIBIT A

City of Naples, FL
ITB No. 21-031
West Goodlette Frank (WGF) Sanitary Sewer System
Connections and Septic Tank Abandonments - ITB - RE-BID

PROJECT REQUIREMENTS AND SPECIFICATIONS

A. PROJECT SUMMARY

The City of Naples recently installed a central sanitary sewer collection system in the Gulf Acres and Rosemary Heights neighborhoods that are currently on septic tank systems. Reference the attached Project Location Map. These properties are located in unincorporated Collier County, but within the City of Naples Water and Sewer Service Areas. The plans attached to this document have been provided to assist the contractor with the location of the sewer connections and septic tank abandonments. The plans are schematic in nature and DO NOT depict the exact locations of the sewer connections or septic tanks, it is the Contractor's responsibility to determine the exact locations of the sewer connections or septic tanks.

The City of Naples is seeking the services of qualified, licensed Contractors capable of providing the following services:

1. Lateral service connections from the home to the new sewer lateral that has recently been installed at the right-of-way line in accordance with the current Plumbing Code and City utility detail.
2. Septic tank abandonments in accordance with 64E-6.011 F.A.C.

Homeowners will be given the opportunity to have the City manage the connection and abandonment program in accordance with the FDEP 319 Grant that was awarded to the City.

This program is to be accomplished February 28, 2022. There are approximately 335 properties within the project area and the location of the connection, the location of the septic tank to be abandoned, and the amount of restoration required varies throughout the project. The bid schedule has been split into two non-contiguous areas: Area 4 - Gulf Acres and Area 5 - Rosemary Heights. The City reserves the right to contract with multiple qualified, licensed Contractors to expedite the connection program.

B. CONSTRUCTION PROCEDURES

1. The Contractor shall be responsible for all aspects of the sanitary sewer lateral connections and abandonment of the existing septic tanks pursuant to State, County and City codes, statutes and ordinances.
2. Right of Entry - The City will secure Right-of-Entry forms from each property owner prior to contractor commencing work.

3. The Contractor shall document, via videos and/or photographs, pre and post-construction conditions for each property.
4. The Contractor shall prepare City of Naples Application for New Sanitary Sewer Service for each sewer lateral connection and submit the applications to City via email to Denise King at dmking@naplesgov.com (see attached application). No application or inspection fee to City of Naples will be required.
5. The Contractor shall prepare Collier County Building Permit Application (Plumbing) for each sewer lateral connection and submit the applications to County via Cityview (see attached application). County application (\$50) and inspection (\$45) fees shall be paid for by the Contractor.
6. Application, permit, and inspection is not required by the Collier County Department of Health (DOH) for this project. The City of Naples (with cooperation from awarded Contractors) will be performing the septic tank abandonment program and providing documentation to the DOH. Paragraphs 64E-6.011(2)(b), (c), (d), and (e), F.A.C. (listed below) are required to be completed by the awarded contractors. Septic tank abandonment must be completed within 90 days following connection to City sewer. Septic tank abandonments may be completed by a registered, licensed septic Contractor or a licensed plumber. However, the tanks must be pumped out prior to abandonment. The pump out must be completed and logged by a licensed sewage hauler. *These are often a different company than the septic or plumbing contractor (list of licensed sewage haulers in Collier County is attached).* Septic tank materials shall be transported to the City's WRF (or a City designated location) or to an alternate FDEP permitted facility. The City of Naples will determine if they will allow the septage to be transported to the City's WRF or if it needs to be taken to an alternate permitted facility (*both options are included in the bid schedule*).

64E-6.011 Abandonment of Systems.

(1) Whenever the use of an onsite sewage treatment and disposal system is discontinued following connection to a sanitary sewer or discontinuing the use of a septic tank and replacement with another septic tank, the system shall be abandoned within 90 days and any further use of the system for any purpose shall be prohibited. However, if the Department of Environmental Protection or its designee approves the use of the retention tank where the tank is to become an integral part of a sanitary sewer system or stormwater management system, the septic tank need not be abandoned.

(2) The following actions shall be taken, in the order listed, to abandon an onsite sewage treatment and disposal system:

(a) Property owner or agent shall apply for a permit from the department to abandon the existing onsite sewage system and submit the required fee. Upon receiving a permit:

(b) The tank shall be pumped out by a permitted septage disposal company who shall provide a receipt or a written certification to the department. Alternatively, if the tank is empty and dry at the commencement of the abandonment, a written statement to that effect by the septage disposal company or the contractor performing the abandonment shall be provided to the department.

(c) The bottom of the tank shall be opened or ruptured, or the entire tank collapsed so as to prevent the tank from retaining water; and,

(d) The tank shall be filled with clean sand or other suitable material, and completely covered with soil.

(e) An inspection of the system abandonment shall be conducted by the department or by the local utility or plumbing authority performing the system abandonment.

(3) The permitting provisions of paragraph 64E-6.011(2)(a), F.A.C., are not required if a local utility or local plumbing authority performs a system abandonment program which requires the completion of those steps listed in paragraphs 64E-6.011(2)(b), (c), (d), and (e), F.A.C. If the system abandonment is performed by a local utility or local plumbing authority, the local utility or local plumbing authority performing the abandonment program shall maintain a log of all inspections performed and shall forward the log to the County Health Department on a monthly basis.

7. The Contractor shall schedule and install each new sewer lateral in a manner that will not cause any change in the existing ground profile, change in pavement, or change to landscaping.
 - a. Connection to the horizontal lateral at the existing wye is required; connection to the vertical cleanout riser is not allowed. The Contractor will be responsible for cutting down the cleanout riser to below finished grade and installing a green water meter box, per City of Naples Utility Detail WW-02 (attached).
 - b. Excavated soil and sod must be placed on plastic sheathing to prevent it from infiltrating the surrounding grass.
 - c. Pathways and driveways must be saw cut (or removed if paver brick) and restored or replaced to match (or exceed) the preconstruction condition.

8. The Contractor shall coordinate work schedule with the City and County inspection staff. Minimum requirements are to:
 - a. Schedule inspections with Collier County pursuant to County requirements.
 - b. Call or email City of Naples (Denise King at 239-213-5051 or dmking@naplesgov.com) for lateral and cleanout inspection upon completion and for septic tank abandonment inspection.
 - c. Provide City with weekly list of completed connections and septic tank abandonments.

9. The Contractor shall restore or replace all disturbed landscaping and irrigation on private property and along the County Right-of-Way. Cost for this item shall be included under the Sewer Connection Pipe and Fittings line item in the Bid Schedule. It is anticipated that the Contractor will maintain and restore the existing sod. However, should the removed sod become damaged and not re-useable, the Contractor will be responsible for obtaining and installing replacement sod at his expense. Any shrubs, trees, and/or landscaping damaged by the Contractor shall be paid for by the Contractor. The Contractor will not be responsible for replacing existing landscaping with a different type of landscape than currently exists. The Contractor shall replace or repair any damaged or disturbed irrigation systems.
10. The Contractor shall maintain two-way traffic in front of each work location using FDOT Standard Plans (MOT procedures), signage and flaggers as needed.
11. The Contractor shall coordinate all activities with the City's Construction Project Manager.

*** NOTE TO COMPANIES NOT CONTRACTED WITH THE CITY OF NAPLES**

Properly licensed independent contractors are allowed to contract with individual residents for lateral connections and septic tank abandonment. Those contractors so engaged are responsible for obtaining all required City, County and State permits and are **prohibited** from disposing of septic tank waste into the City's central sewer system and they are required to obtain a Septic Tank Abandonment Permit from the DOH.

C. 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.

D. CONTRACT MANAGEMENT:

The Utilities Director and/or his authorized representative will serve as the City's Contract Manager.

E. 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. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. An active certified General Contractor's (CGC) license; and be certified and or qualified to provide the required services.
2. Septic tank abandonments may be completed by a registered, licensed septic Contractor or a licensed plumber. However, the tanks must be pumped out prior

to abandonment. The pump out must be completed and logged by a licensed sewage hauler.

3. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
4. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
5. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

F. INSURANCE

The City's General Insurance Requirements on page 12 apply. In addition to the City's General Insurance Requirements, the specialized insurance listed below is required:

- **UMBRELLA LIABILITY:** With limits of not less than \$3,000,000 per occurrence covering all work performed under this contract.

G. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors, material suppliers, and equipment intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

All bidders must provide requested information in the attached forms provided.

H. 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 must at all times be courteous to the

public. Although uniforms are not required, proper clothing must be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment must be worn at all times.

I. 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.

J. DISPOSAL OF DEBRIS

The awarded vendor(s) shall dispose of all debris and other materials gathered from the described work in compliance with all applicable federal, state, county, city, and local regulations.

Remove leftover materials, trash, debris, from project site and surrounding areas daily.

K. SCHEDULING OF WORK

1. All work will be performed Monday through Friday from 7AM to 6PM.
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.

L. 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.

M. 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.

N. QUALIFICATIONS

Prospective vendor(s) must be licensed with a minimum of five (5) years' experience in related work. All bidders must provide, with their bid proposal, a list of at least three (3) commercial references of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City. The City reserves the right to contact these as references, in order to determine the competency of the Contractor.

O. INSPECTION

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor comply with the Invitation to Bid to meet these requirements.

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.

P. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which shall be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The 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. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice 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.

Q. 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 must 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.

R. 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.

S. 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 Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): West Goodlette-Frank Road Gulf Acres Rosemary Heights Septic to Sewer Project		Agreement Number: NS051	
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)		Entity Type: Local Government	
Grantee Name: City of Naples		FEID: 59-6000382 (Grantee)	
Grantee Address: 735 8th Street South, Naples, Florida 34102			
3. Agreement Begin Date: Upon Execution		Date of Expiration: 12/31/2022	
4. Project Number: <i>(If different from Agreement Number)</i>		Project Location(s): Naples, Collier County	
Project Description: <small>The project includes obtaining required permits, digging a trench to install lateral piping from the private property to the Grantee's sewer lateral at the property line, property restoration which may include landscape and/or driveways and/or existing irrigation systems, and lastly abandoning the septic tank for approximately 366 single family residences and 3 commercial buildings. The connection cost for each property may vary, based on the location of the septic tank.</small>			
5. Total Amount of Funding: \$500,000.00	Funding Source? <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Grantee Match	Award #s or Line Item Appropriations: TMDL, GAA LI 1632, FY 17-18, GR	Amount per Source(s): \$500,000.00
Total Amount of Funding + Grantee Match, if any:			\$500,000.00
6. Department's Grant Manager Name: <u>Taufiqul Aziz</u> or successor		Grantee's Grant Manager Name: <u>Robert Middleton</u> or successor	
Address: <u>3900 Commonwealth Boulevard</u> <u>MS 3570</u> <u>Tallahassee, Florida 32399-3000</u>		Address: <u>380 Riverside Circle</u> <u>Naples, Florida 34102</u>	
Phone: <u>850-245-2950</u>		Phone: <u>239-213-4745</u>	
Email: <u>taufiqul.aziz@dep.state.fl.us</u>		Email: <u>bmiddleton@naplesgov.com</u>	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions			
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan			
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements			
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements			
<input type="checkbox"/> Attachment 6: Program-Specific Requirements			
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fidfs.com , in accordance with §215.985, F.S.			
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input type="checkbox"/> Additional Attachments (if necessary):			
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form			
<input type="checkbox"/> Exhibit B: Property Reporting Form			
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form			
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants			
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo			
<input type="checkbox"/> Additional Exhibits (if necessary):			

DEP Agreement No. NS051

Rev. 6/20/18

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Naples

Grantee Name: City of Naples GRANTEE

By: *Bill Barnett* 7/10/19
 (Authorized Signature) Date Signed

Bill Barnett - Mayor, City of Naples, FL
 Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

By: *Joseph Kahn* DEPARTMENT
 Secretary or Designee 7/17/19
 Date Signed

JOSEPH KAHN PROGRAM MGMT DIRECTOR
 Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures



DEP Grant Manager



DEP QC Reviewer

Grantee Additional Signatures

Approved as to form and legality.

By 
James D. Fox, City Attorney

Title

DEP Agreement No. NS051

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. **Order of Precedence.** If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

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5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. **Acceptance Process.** All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. **Rejection of Deliverables.** The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. **Withholding Payment.** In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. **Corrective Action Plan.** If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

Attachment 1

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8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.my.floridacfo.com/aadir/reference_guide/.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.my.floridacfo.com/Division/AA/Vendors/default.htm.
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

Attachment 1

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11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it

has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. NS051**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is West Goodlette-Frank Road Gulf Acres Rosemary Heights Septic to Sewer Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Attachment 2, Agreement #NS051

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Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Gulf Acres / Rosemary Heights Septic to Sewer Project for the City of Naples.

PROJECT LOCATION: The project will be located within unincorporated Collier County and within the potable water and sewer service area of the City of Naples Utility Department. The affected area is broadly described as located north of Golden Gate Parkway, west of Goodlette-Frank Road, east of Tamiami Trail North (US 41), and south of Pine Ridge Road in Naples. The proposed improvements are expected to be performed on the following streets: Hollygate Lane, Frank Whiteman Boulevard, Cooper Drive, Illinois Drive, Wisconsin Drive, Ohio Drive, 10th Street North, 12th Street North, 14th Street North, Ridge Street, Rosemary Lane, and Rosemary Court; centroid Lat/Long (26.187963, -81.795838). See Figure 1 for a location map.

PROJECT BACKGROUND: In 2006, the City of Naples (Grantee) developed a comprehensive master sewer plan that identified the location of septic tanks within the City's seven (7) unsewered service areas. This Special Assessment District requires the property owners to pay an equal portion of the central sanitary sewer construction capital cost, including the cost of abandoning the septic tank and connecting to the new sanitary sewer system. This grant will provide funding to assist with the property owners cost of connection to the sanitary sewer system. Areas 4 and 5 are currently under construction to add a sanitary sewer system and eliminate the septic tanks for 366 properties. Construction of the central sanitary sewer system will be completed by November 2020, outside the terms of this agreement. Connecting the individual properties for Areas 4 and 5 in this agreement will begin when the central sanitary sewer system is available for service. Connections to the remaining newly sewerred areas (1,2,3, and 6) will be included in future grant requests.

PROJECT DESCRIPTION: The project includes obtaining required permits, digging a trench to install lateral piping from the private property to the Grantee's sewer lateral at the property line, property restoration which may include landscape and/or driveways and/or existing irrigation systems, and lastly abandoning the septic tank for approximately 366 single family residences and 3 commercial buildings. The connection cost for each property may vary, based on the location of the septic tank.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$400,000 from the City of Naples. A summary of these local contributions will be required in the Final Report. Financial supporting documentation of locally pledged contributions shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Connection to Central Sewer

Deliverables: The Grantee will connect approximately 366 single family residences and 3 commercial buildings to a central sanitary sewer system for wastewater treatment by the Grantee's facility.

Documentation: The Grantee will submit a signed acceptance of the completed work to-date by the Grantee, a list of addresses and types of the properties connected, and proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber or a utility contractor or building contractor; or a certification by a Licensed Professional Engineer.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task #2: Final Report

Deliverables: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Dated color photo documentation of work performed (representative of the entire project), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.

Documentation: The Grantee will submit: 1) a copy of the draft Final Report/Invoice in Word format; and 2) a copy of the Department-approved Final Report/Invoice, in Word or PDF format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Connection to Central Sewer	Contractual Services	\$500,000	Upon Execution	02/28/2022
2	Final Report	No Cost Deliverable	\$0	03/01/2022	04/30/2022
Total:			\$500,000		

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Figure 1 – Project Location



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

Attachment 5

1 of 5

Rev. 7/18/2018

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
 Florida Department of Environmental Protection
 Office of the Inspector General, MS 40
 3900 Commonwealth Boulevard
 Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
 Florida Department of Environmental Protection
 Office of the Inspector General, MS 40
 3900 Commonwealth Boulevard
 Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
 Florida Department of Environmental Protection
 Office of the Inspector General, MS 40
 3900 Commonwealth Boulevard
 Tallahassee, Florida 32399-3000

Attachment 5

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Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Appropriations, Line Item 1632	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	088964

				Total Award	\$500,000	
--	--	--	--	--------------------	------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	NS051
Grantee Name:	City of Naples
Grantee Address:	
Grantee's Grant Manager:	
Reporting Period:	
Project Number and Title:	

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:
 A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____
 Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____
 Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NS051 and accurately reflects the activities associated with the project.

 Signature of Grantee's Grant Manager

 Date

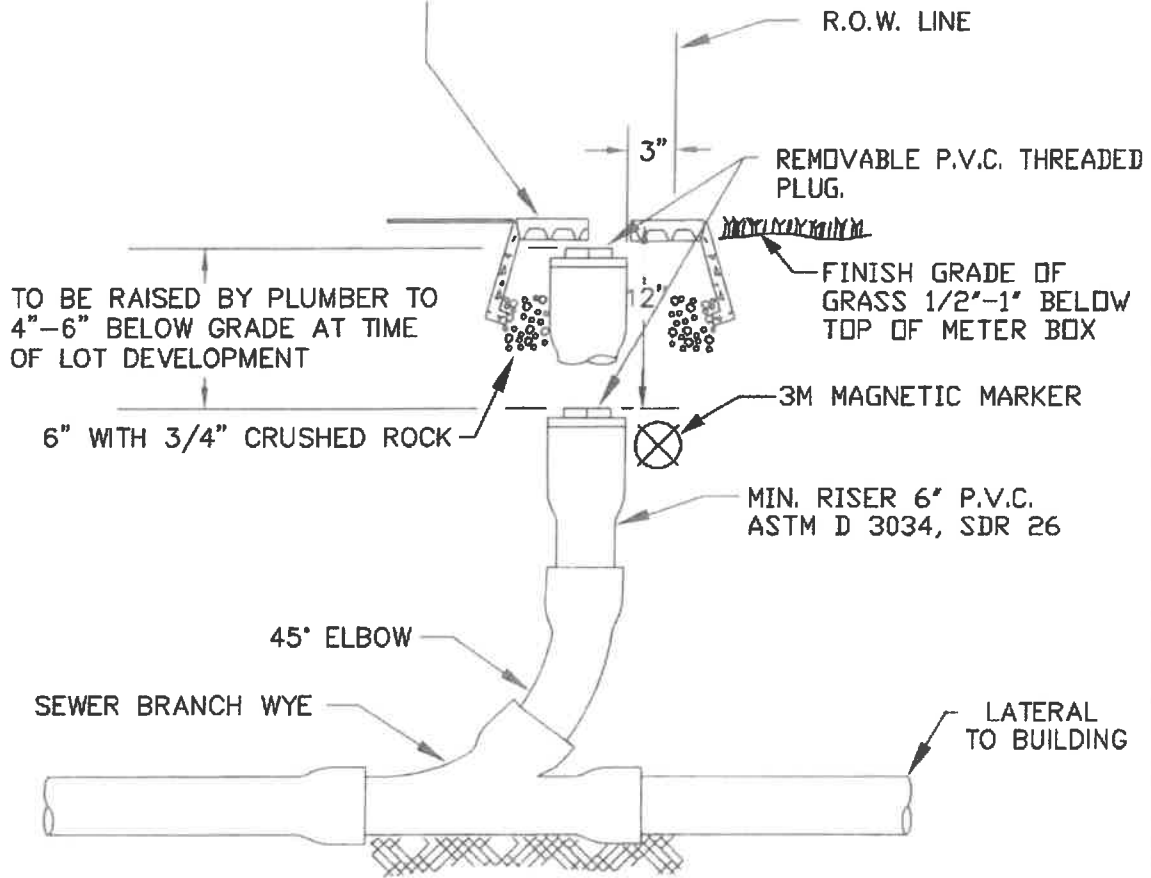
Exhibit C

The Payment Request Summary Form for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CLEAN-OUT COVER BOX SHALL BE:
 US FOUNDRY 7630 IN PAVEMENT AREA; OR CARSON
 #1419 W/COVER GREEN METER BOX IN GRASS AREA;
 RIM AND COVER SHALL BE FLUSH WITH PAVEMENT OR
 1/2"-1" ABOVE GRADE IN GRASS AREA.



NOTE: DETAIL SHOWS FINISHED CONFIGURATION AFTER LOT DEVELOPMENT.

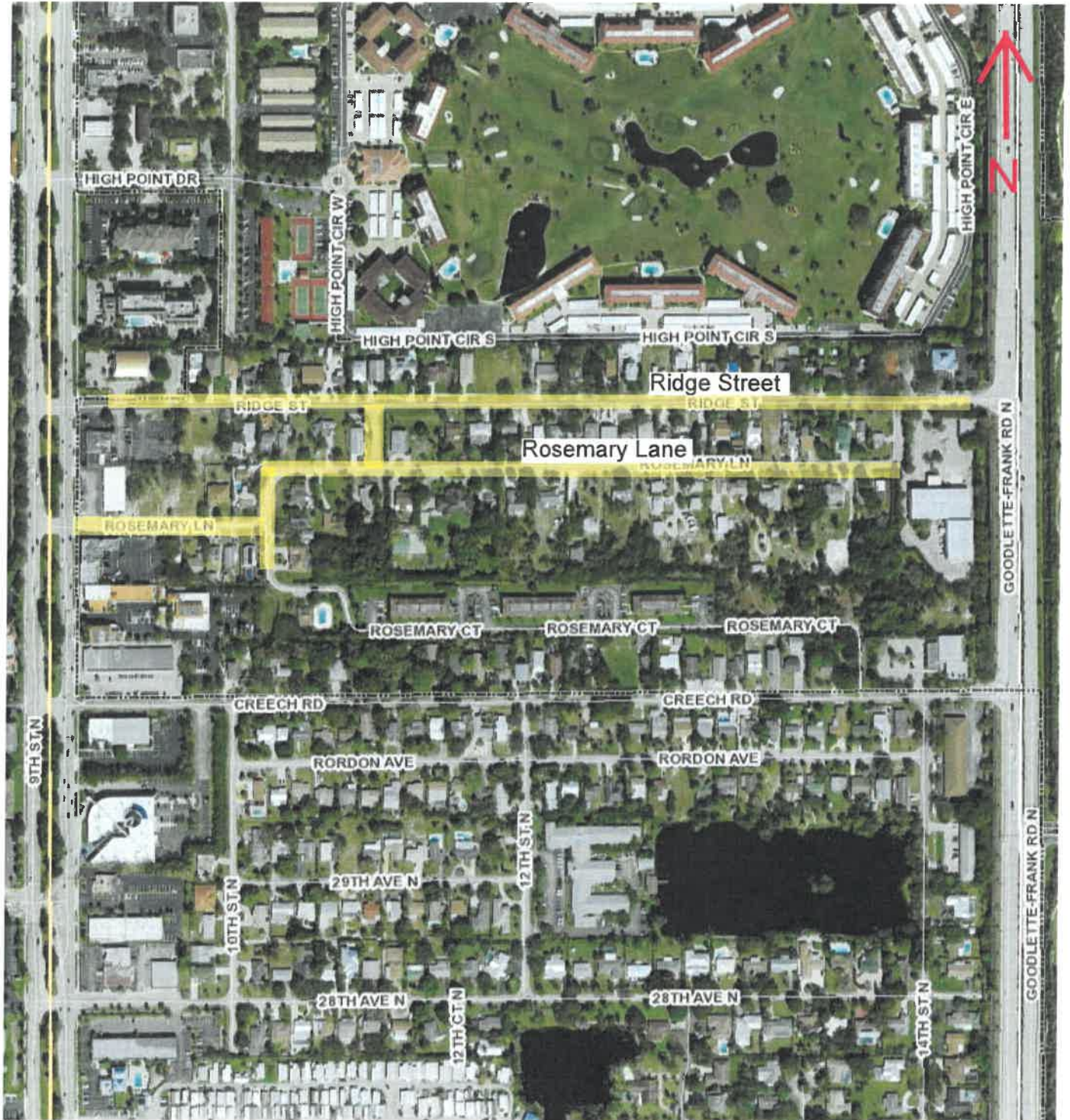
THIS DETAIL CONSTITUTES MINIMUM STANDARDS. DESIGN ENGINEERS SHALL PROVIDE STANDARDS EQUAL TO OR GREATER THAN THESE.

FOR:	UTILITIES DEPARTMENT	CITY OF NAPLES
DATE: JAN. 2016	PROPERTY LINE CLEANOUT	SHEET: WW-02
DRAWN: DAG/AMH		DIR: WASTEWATER
SCALE: N.T.S.	380 RIVERSIDE CIRCLE, NAPLES, FL. 34102	DWG. WW-02-16.DWG

Gulf Acres -Area 4



Rosemary Heights - Area 5





INSTRUCTIONS FOR BUILDING PERMIT APPLICATION

2800 N. HORSESHOE DRIVE, NAPLES, FL 34104 (239) 252-2400

These Instructions are designed to assist and guide Permittees with completing the Building Permit Application. For your convenience, the Application is also available on <http://www.colliercountyfl.gov> as an interactive PDF. All sections, as noted, must be completed.

Instructions for Section A. Permit Number

A.1. Permit #: To be completed by Staff.

Instructions for Section B. General Permit Information

B.1. Primary Permit #: To be completed by the applicant, if applicable. i.e., the single-family home permit is the PRIMARY PERMIT for an accessory pool permit.

B.2. Master Permit #: To be completed by the applicant, if applicable. A MASTER PERMIT is a set of documents pre-approved by the County to use for future permits.

B.3. Building Type: Select one of the five options.

Instructions for Section C. Property Information

C.1. Parcel/Folio #: These can be found on the Collier County Property Appraiser website: <http://www.collierappraiser.com>.

C.2. Job Street Address: This is the physical address where the construction work will take place.

C.3. Owner Name: Name of the property owner where the construction work will take place.

C.4. Owner Phone: Phone number of the property owner where the construction work will take place.

C.5. Owner Email: Email address of the property owner where the construction work will take place.

C.6. Subdivision: The subdivision/lot/block/unit #'s can be found on the Collier County Property Appraiser website: <http://www.collierappraiser.com>

C.7. Project Name: The name of the project, when applicable.

C.8. SDP/PL#: Approved SDPs can be obtained by contacting the Collier County Records Room at GMDRecordsRoom@colliercountyfl.gov.

C.9. Jurisdiction: Select Option that applies.

Instructions for Section D. Contractor Information

D.1. Permittee Type: Please check the applicable box.

D.2. Contact Name: Name of the contractor's contact, if different than below. Owner Builder must state "SELF."

D.3. License #: Contractors must provide their State (preferred) and/or County license numbers and business information. Owner Builder applicants must state "SELF."

D.4. Company Name: Name of contractor's company performing the construction work. Owner Builder must state "SELF."

D.5. Company Address: Address of the Contractor or Owner Builder.

D.6. Qualifier Name: Provide the name of the qualifier. Owner Builder must state "SELF."

D.7. Contractor Email: Email(s) of the Contractor or Owner Builder.

D.7.A. For Contractors: Is Email your preferred method of contact. Please check YES box, if applicable.

D.9. Company Phone: Phone Number of the Contractor or Owner Builder.

D.10. Company Fax: Fax Number of the Contractor or Owner Builder.

Instructions for Section E. Permit Information

E.1. Declared Value: Identify the Declared Value of the construction. The Declared Value must be either the contract value OR the value established by the Items to Be Included, pg. 3 of the [50% Structural Improvement/Structural Damage Form](#).

E.2. Permittee Type: Select a permit type from the supplied list.

E.3. Description of Work: The Description of Work must convey a detailed account of the work identified on the construction plans. For a multi-story project, identify the floor/story where construction work will take place. In addition, for permit applications addressing a Code Enforcement violation, please include the case number. Do NOT state "Please see attached plans." The description of work must be included on the approved Permit.

E.4. Occupancy Type: Identify the Occupancy Type from the list: *Occupancy Types are established in Chapter 3 of the Florida Building Code.*

Amusement Parks, Stadium, Bleachers	Assembly, Church	Assembly, Arenas	Assembly, Nightclubs	Assembly, Restaurants, Bars, Banquet Halls	Assembly, Theaters, with Stage	Assembly, Theaters, without Stage
Business	Chickee-Non-Residential	Chickee-Residential	Day Care	Factory-Industrial (Low Hazard)	Factory-Industrial (Moderate Hazard)	High Hazard (H-2)
High Hazard - (H-3)	High Hazard (H-4)	High Hazard, Explosives	HPM	Institutional Incapacitated	Institutional Supervised Environment	Mercantile
Residential, Care/Assisted Living Facilities	Residential, Hotels	Residential, Multi-Family	Residential 1&2 Family New or Guest House	Special Purpose Industrial	Storage, Low Hazard	Utility, Miscellaneous Commercial & M/F
						Utility, Miscellaneous Residential

E.5. Construction Type: Identify the Construction Type from the list: *Construction Types are established in Chapter 6 of the Florida Building Code.*

Type IA	Type IIA (1 hour)	Type IIIA (1 hour)	Type IV	Type VB (Unprotected)	Type IB	Type IIB (Unprotected)	Type IIIB (Unprotected)	Type VA (1 hour)
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E.6. Is structure in flood zone: Identify whether the structure is located in a flood zone: No, Unknown, Yes.

E.7. Fire Sprinkled: Identify whether the building is fire sprinkled: Yes or No.

E.8. Type of Water Supply: Check the box that identifies the type of water supply.

E.9. Sewage Disposal: Check the box that identifies the method of sewage disposal.

E.10. Vegetation Removal: Identify whether clearing of vegetation will take place: Yes. Clearing will take place on site, or No. Clearing will not take place on site.

E.11. Private Provider: Identify whether Private Provider services will be rendered: No or Plan Review & Inspection or Inspection Only.

E.12. Threshold Building: Identify whether the structure is a threshold building, as defined by FBC Ch. 2 and F.S. 553.71(12): Yes or No.

E.13. Repairs from Disaster Event: Identify whether these are repairs from a disaster event. Yes, Name of Event or No.

E.14. Change of Occupancy: Please check Yes or No.

E.15. Permit by Affidavit: Identify whether the permit is a Permit by Affidavit: Yes or No.

E.16. Subcontractors: Check all the Subcontractors that will conduct work at the job site.

Instructions for Section F. Area of Construction Activity

F. Identify number of stories in structure, floor where work is being performed, # of bedrooms/bathrooms. Supply interior/living sq.ft., additional sq.ft. being added, exterior/non-living sq. ft. and total square footage.



BUILDING PERMIT APPLICATION

2800 North Horseshoe Drive, Naples, FL 34104 (239) 252-2400

PermittingDept@CollierCountyFL.gov

Directions: Applicants must complete all fields. Please follow the *Building Permit Application Instructions* to complete this Application.

Section A. Permit Number A.1. Permit # (Staff to Provide): _____

Section B. Permit Information B.1. Primary Permit # (if any): _____ B.2. Master Permit #: _____

B.3. Building Type: 1&2 Family Dwelling/Townhouse Res. 3+ Units/Multi-Family Commercial Mobile/Manufactured Home Guest House

Section C. Property Information

C.1. Parcel/Folio #: _____ C.6. Subdivision Lot #: _____

C.2. Job Street Address: _____ C.7. Project Name: _____

C.3. Owner Name: _____ C.8. SDP/PL#: _____

C.4. Owner Phone: _____ C.9. Jurisdiction: Collier County City of Everglades

C.5. Email: _____

Section D. Contractor Information D.1. Permittee Type: Contractor Design Professional Owner-Builder

D.2. Contact Name: _____ D.3. License: _____

D.4. Company Name: _____

D.5. Company Address: _____ D.9. Company Phone: _____

D.6. Qualifier Name: _____ D.10. Fax #: _____

D.7. Email: _____

For Contractors: The above email address is my preferred method of contact for all correspondence regarding this permit. Yes

Section E. Permit Information *Building Permit Type includes: New Construction, Addition, Alteration, Chickee/Tiki Hut, Dumpster Enclosure, Pergola, Tenant Build-out, etc. E.1. Declared Value: \$ _____

E.2. Permit Type: Alum Structure Awnings Building* Carport/Shed Cell Tower Demolition Detached Garage Electrical Fence Fire Gas Marine Mechanical Plumbing Pool Roof Shutters/Doors/Windows Sales/Const. Trailer Screen Enclosure Solar Sign/Flagpole Water Feature

E.3. Description of Work: The Description of work must convey an account of work identified on the construction plans.

E.4. Occupancy Type: _____ See Instructions

E.5. Construction Type: IA IB IIA IIB IIIA IIIB IV VA VB See Instructions

E.6. Is Structure in a Flood Zone: No Unknown Yes, additional form required. See Instructions

E.7. Is Structure Fire Sprinkled: No Yes

E.8. Type of Water Supply: Collier County Well City of Naples Ave Maria City of Everglades Immokalee Other

E.9. Type of Sewage Disposal: Sewer Septic

E.10. Vegetation Removal: Yes No A Vegetation Removal Affidavit is required for any new structure of addition on all parcels larger than 1 acre.

E.11. Private Provider: No Yes Plan Review & Inspections Inspections Only

E.12. Threshold Building: No Yes

E.13. Repairs from Disaster Event: No Yes Name of Disaster Event: _____

E.14. Change of Occupancy: No Yes

E.15. Is this a Permit by Affidavit: No Yes

E.16. Subcontractors: Check All that Apply: Electrical Plumbing Mechanical Roofing Septic Electric from house

Section F. Area of Construction Activity (Work Area Only)

Total Number of Stories: _____ Floor (Story) work is being performed on: _____ # Bedrooms: _____ # Bathrooms: _____

Living /Int. Sq. Ft.: _____ Add'l. Sq. Ft.: _____ Non-Living/Ext. Sq. Ft.: _____ Total Sq. Ft.: _____

PLEASE DO NOT WRITE BELOW, FOR STAFF USE ONLY

PMR Date: _____ Days Review: _____ Sets of Plans: _____



BUILDING PERMIT APPLICATION
2800 North Horseshoe Drive, Naples, FL 34104 (239) 252-2400
PermittingDept@colliercountyfl.gov

Section I. A Required Page for ALL Building Permit Applicants

ACKNOWLEDGEMENT OF COLLIER COUNTY REGULATIONS BY OWNER OR AGENT OF OWNER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies.

WARNING OF POSSIBLE DEED RESTRICTIONS: The land subject to this permit may be subject to deed, and other restrictions that may limit or impair the landowner's rights. Collier County is not responsible for the enforcement of these restrictions, nor are Collier County employees authorized to provide legal or business advice to the public relative to these restrictions. The landowner or any applicant acting on behalf of the landowner is cautioned to seek professional advice.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Growth Management Department.

NOTICE OF CLEARING RESTRICTIONS: The issuance of a building permit for a single-family dwelling allows up to one (1) acre of native vegetation to be cleared. Clearing more than one (1) acre may be allowed for accessory structures and requires a separate Vegetation Removal Permit. Properties located in the following zoning district overlays may not be allowed to clear one (1) acre: Rural Fringe Mixed Use District (RFMU), Big Cypress Area of Concern (ACSC), and Special Treatment Overlay (ST). There may be additional restrictions related to clearing native vegetation and impacts to wetlands or protected species found on the property. State and Federal agency permits may be required. Contact the Growth Management Department's Environmental Services at (239) 252-2400 for additional information. Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE OWNER OR AGENT OF OWNER**, certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The approved permit and/or permit application expires if work is not commenced within 180 days from the date of issuance. I, **THE OWNER OR AGENT OF OWNER** understand that only licensed contractors may be employed and that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit applications, I, **THE OWNER OR AGENT OF OWNER**, agree that I have retained the contractor identified on this application to provide contracting services for the trade for which he or she is listed. I understand it is the responsibility of the property owner to notify the Building Plan Review and Inspection Division should the contractor responsible for providing said contracting services no longer be willing to provide his or her services. I, **THE OWNER OR AGENT OF OWNER**, understand the review and issuing of this permit does not exempt me from complying with all County Codes and Ordinances. Furthermore, I, **THE OWNER OR AGENT OF OWNER** understand the owner is responsible for all construction work on the property.

Job Street Address: _____

Signature of Owner or Agent of Owner (An original signature is required)

Print Name of Owner or Agent of Owner

State of _____ County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by (printed name of owner or agent of owner) _____

Such person(s) Notary Public must check applicable box:

- Are personally known to me
- Has produced a current drivers license _____
- Has produced _____ as identification.

Notary Signature: _____

NOTICE OF COMMENCEMENT INFORMATION

Per Florida Statutes 713.135, a Notice of Commencement (NOC) is required for construction of improvements totaling more than \$2,500. with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to \$7,500. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as a certified copy with the issuing authority.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION IF YOU INTEND TO OBTAIN FINANCING.



BUILDING PERMIT APPLICATION
2800 North Horseshoe Drive, Naples, FL 34104 (239) 252-2400
PermittingDept@colliercountyfl.gov

Section I. A Required Page for ALL Building Permit Applicants
ACKNOWLEDGEMENT OF COLLIER COUNTY REGULATIONS BY THE QUALIFIER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies.

WARNING OF POSSIBLE DEED RESTRICTIONS: The land subject to this permit may be subject to deed, and other restrictions that may limit or impair the landowner's rights. Collier County is not responsible for the enforcement of these restrictions, nor are Collier County employees authorized to provide legal or business advice to the public relative to these restrictions. The landowner or any applicant acting on behalf of the landowner is cautioned to seek professional advice.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Growth Management Department.

NOTICE OF CLEARING RESTRICTIONS: The issuance of a building permit for a single-family dwelling allows up to one (1) acre of native vegetation to be cleared. Clearing more than one (1) acre may be allowed for accessory structures and requires a separate Vegetation Removal Permit. Properties located in the following zoning district overlays may not be allowed to clear one (1) acre: Rural Fringe Mixed Use District (RFMU), Big Cypress Area of Concern (ACSC), and Special Treatment Overlay (ST). There may be additional restrictions related to clearing native vegetation and impacts to wetlands or protected species found on the property. State and Federal agency permits may be required. Contact the Growth Management Department's Environmental Services at (239) 252-2400 for additional information. Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE QUALIFIER**, certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, **THE QUALIFIER** understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, **THE QUALIFIER**, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be **THE QUALIFIER** responsible for providing said contracting services. I, **THE QUALIFIER**, agree that I understand the review and issuing of this permit does not exempt me from complying with all County Codes and Ordinances.

Job Street Address: _____

Signature of Qualifier (An original signature is required) _____

Print Name of Qualifier _____

State of _____ County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by (printed name of qualifier) _____

Such person(s) Notary Public must check applicable box:

- Are personally known to me
- Has produced a current drivers license _____
- Has produced _____ as identification.

Notary Signature: _____

NOTICE OF COMMENCEMENT INFORMATION

Per Florida Statutes 713.135, a Notice of Commencement (NOC) is required for construction of improvements totaling more than \$2,500. with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to \$7,500. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as a certified copy with the issuing authority.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION IF YOU INTEND TO OBTAIN FINANCING.



Sewage Hauler (Pump Truck) Contact List

Facility Name	Owner	Address	Phone No.	Permit No.
J.C. Drainfield Repair	Craft, James	768 Commercial Blvd	(239) 434-9448	11-QN-00012
RMMJ Inc.	Montgomery, Robert	5545 Shirley St	(239) 597-2486	11-QN-00016
Beebe Septic Service	Beebe, Michael	590 21st St SW	(239) 455-5492	11-QN-00018
Southern Sanitation Inc.	Beebe, Matthew	310 5TH St NW	(239) 352-2600	11-QN-00054
E & F Septic Tank Inc.	Cabrera, Daniel	3210 45th Av NE	(239) 537-0328	11-QN-00178
Dixie Drainfields Inc.	Beebe, Tim	245 22nd Ave NE	(239) 455-3795	11-QN-00262
Earthworks of Naples Inc.	Bowman, Tony	5571 Hunter Blvd, Suite A	(239) 352-1804	11-QN-1354142
A&A Naples Septic Inc	Ariel, Verdecia	4530 1st Ave SW	(239) 234-7961	11-QN-1908844
K. Goddard Construction, Inc.	Goddard, Kevin	1930 17th St SW	(239) 776-2566	11-QN-1954637
George Shepard and Son Inc.	Shepard, Steve	3863 Prospect Ave	(239) 261-0607	11-QN-943083

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement.

Retainage of (5%)^{FIVE}~~ten~~ percent will be a part of said agreement and future payments.


END OF EXHIBIT B

SCHEDULE OF VALUES**ITB 21-031****West Goodlette Frank (WGF) Sanitary Sewer System Connections and Septic Tank Abandonments - ITB - RE-BID****ROSEMARY HEIGHTS - PRIVATE PROPERTY SEWER CONNECTION AND SEPTIC TANK ABANDONMENT**

THE PRICE FOR EACH SERVICE CONNECTION CONSTRUCTION ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH CURRENT PLUMBING CODE & THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL EXCAVATION, SHEETING, DEWATERING, PERMITS, DEMUCKING, PIPE, CONNECTION TO RIGHT-OF-WAY LATERAL, CLEANOUTS, BEDDING MATERIAL PLACEMENT, BACKFILL MATERIAL PLACEMENT AND COMPACTION, TESTING INSPECTIONS, REMOVAL OF DEBRIS, PROTECTION, RESTORATION TO MEET PERCONSTRUCTION CONDITIONS (OR BETTER), STORAGE AND REINSTALLATION OF PRIVATELY OWNED DECORATIVE ELEMENTS, FENCING, LANDSCAPING, GRASS AND SPRINKLER SYSTEMS EXISTING WITHIN THE WORK ZONE; AND ANY OTHER MISCELLANEOUS WORK TO INCLUDE COORDINATING WITH SITE OWNERS/TENANTS DURING PROJECT INCLUDING SECURING RIGHT-OF-ENTRY. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT, CONNECTION, OR GRADE TO AVOID EXISTING INFRASTRUCTURE OR OBSTRUCTIONS. REFERENCE BID DOCUMENTS FOR INCLUSIONS IN THIS BID SCHEDULE THAT MAY NOT BE SPECIFICALLY LISTED BELOW.

SECTION 1 ROSEMARY HEIGHTS					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Sewer Connection at Existing Cleanout: Furnish all materials, equipment, and labor necessary to cut down existing 6" sewer cleanout riser with plug at the ROW line and install cleanout cover box and meter box per City of Naples Detail Sheet WW-02.	85	EA	\$225.00	\$19,125.00
2	Sewer Connection Pipe and Fittings: Furnish all materials, equipment, and labor necessary to install 4" or 6" SDR 35 PVC sanitary sewer lateral from the 6" cleanout at the ROW line to the occupied structure sewer connection. Additional private property cleanouts shall be installed every 100-ft and at pipe directional changes greater than 45 degrees. Install cleanout at footing of structure (special protection not required unless located in traffic area). Restore work site to prior grade and condition.	9,565	LF	\$34.00	\$325,210.00
3a	Septic tank (any size) abandonment in accordance with FAC 64F 6.011 with disposal of septage at City of Naples WRF, restore work site to prior grade and condition.	85	EA	\$1,200.00	\$102,000.00
3b	Septic tank (any size) abandonment in accordance with FAC 64F 6.011 with disposal of septage at an FDEP permitted facility, restore work site to prior grade and condition.	85	EA	\$1,400.00	\$119,000.00
4	Permitting: Services to prepare and submit the City of Naples Sanitary Sewer Connection Application (no application or inspection fee required) and Collier County Plumbing Permit Application (Collier County fees to be paid by Contractor; fees accounted for in Item 5 below).	83	EA	\$50.00	\$4,150.00
5	County Plumbing Permit Application and Inspection Fee	83	EA	\$95	\$7,885.00
Items 1, 2, 3a, 4, and 5 Total				\$458,370.00	\$458,370.00
Items 1, 2, 3b, 4, and 5 Total				\$475,370.00	\$475,370.00
SECTION 1 ROSEMARY HEIGHTS TOTAL					\$458,370.00

GULF ACRES - PRIVATE PROPERTY SEWER CONNECTION AND SEPTIC TANK ABANDONMENT

THE PRICE FOR EACH SERVICE CONNECTION CONSTRUCTION ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH CURRENT PLUMBING CODE & THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL EXCAVATION, SHEETING, DEWATERING, PERMITS, DEMUCKING, PIPE, CONNECTION TO RIGHT-OF-WAY LATERAL, CLEANOUTS, BEDDING MATERIAL PLACEMENT, BACKFILL MATERIAL PLACEMENT AND COMPACTION, TESTING INSPECTIONS, REMOVAL OF DEBRIS, PROTECTION, RESTORATION TO MEET PERCONSTRUCTION CONDITIONS (OR BETTER), STORAGE AND REINSTALLATION OF PRIVATELY OWNED DECORATIVE ELEMENTS, FENCING, LANDSCAPING, GRASS AND SPRINKLER SYSTEMS EXISTING WITHIN THE WORK ZONE; AND ANY OTHER MISCELLANEOUS WORK TO INCLUDE COORDINATING WITH SITE OWNERS/TENANTS DURING PROJECT INCLUDING SECURING RIGHT-OF-ENTRY. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT, CONNECTION, OR GRADE TO AVOID EXISTING INFRASTRUCTURE OR OBSTRUCTIONS. REFERENCE BID DOCUMENTS FOR INCLUSIONS IN THIS BID SCHEDULE THAT MAY NOT BE SPECIFICALLY LISTED BELOW.

SECTION 2 GULF ACRES					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Sewer Connection at Existing Cleanout: Furnish all materials, equipment, and labor necessary to cut down existing 6" sewer cleanout riser with plug at the ROW line and install cleanout cover box and meter box per City of Naples Detail Sheet WW-02.	246	EA	\$225.00	\$55,350.00
2	Sewer Connection Pipe and Fittings: Furnish all materials, equipment, and labor necessary to install 4" or 6" SDR 35 PVC sanitary sewer lateral from the 6" cleanout at the ROW line to the occupied structure sewer connection. Additional private property cleanouts shall be installed every 100-ft and at pipe directional changes greater than 45 degrees. Install cleanout at footing of structure (special protection not required unless located in traffic area). Restore work site to prior grade and condition.	30,060	LF	\$34.00	\$1,022,040.00
3a	Septic tank (any size) abandonment in accordance with FAC 64F 6.011 with disposal of septage at City of Naples WRF, restore work site to prior grade and condition.	247	EA	\$1,200.00	\$296,400.00
3b	Septic tank (any size) abandonment in accordance with FAC 64F 6.011 with disposal of septage at an FDEP permitted facility, restore work site to prior grade and condition.	247	EA	\$1,400.00	\$345,800.00
4	Permitting: Services to prepare and submit the City of Naples Sanitary Sewer Connection Application (no application or inspection fee required) and Collier County Plumbing Permit Application (Collier County fees to be paid by Contractor; fees accounted for in Item 5 below).	244	EA	\$50.00	\$12,200.00
5	County Plumbing Permit Application and Inspection Fee	244	EA	\$95	\$23,180.00
Items 1, 2, 3a, 4, and 5 Total				\$1,409,170.00	\$1,409,170.00
Items 1, 2, 3b, 4, and 5 Total				\$1,458,570.00	\$1,458,570.00
SECTION 2 GULF ACRES TOTAL					\$1,409,170.00
TOTAL SECTION 1 ROSEMARY HEIGHTS PLUS SECTION 2 GULF ACRES					\$1,867,540.00

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	PERCENT 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?		x	
Discount for early payment?		x	
Prompt payment terms: _____% _____ Days; Net 30 Days			

Company Name: Denco Construction, inc.

EIN: 31-1071467

Email: DMGibson@Denco-inc.com

Name and Title of individual completing this schedule:

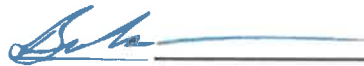
Robert H. Bubar

President

(Printed Name)

(Title)


(Signature)



3-26-21

(Date)

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 Denco Construction, Inc.**, company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.


5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 13TH day of APRIL, 2021.

By:


Robert H. Bubac, President