



REQUEST FOR PROPOSAL

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

COVER SHEET

NOTIFICATION DATE: 8/28/2020	TITLE South Golf Drive Design Engineering Services - FDOT (Financial Project 440437-1-38-01) - RFP - RE-BID	SOLICITATION NUMBER: 20-042	OPENING DATE & TIME: 10/1/2020 2:00 PM
PRE - PROPOSAL CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Proposal conference will be held Friday, September 11, 2020 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME/TITLE			
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p style="text-align: center;"> FEI/EIN Number _____ DUNS Number _____ </p>			
Please initial by all that apply I acknowledge receipt/ review of the following addendum			
_____ Addendum #1	_____ Addendum #2	_____ Addendum #3	_____ Addendum #4
_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8

PLEASE NOTE THE FOLLOWING

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

GENERAL CONDITIONS

TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
3. **BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
4. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
5. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
6. **NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
7. **PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
8. **WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
9. **PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

- C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. Consultant shall submit no more than one invoice per month for all fees earned that month. All Payments shall be in accordance with Local Government Prompt Payment Act Chapter 218, Part VII, F.S. Payment shall be made for Lump Sum. This methodology is a firm fixed total price offering for a project; the risks are transferred from the City to the Consultant; and, as a business practice there are no hourly or material invoices presented, rather, the Consultant must perform to the satisfaction of the City's Project Manager before payment for the fixed price contract is authorized.
- G. CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
- 12. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in

the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

- 13. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*
- 14. CONE OF SILENCE:** "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.
- 15. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, divide the award or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.
- 16. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
- 17. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.
- 18. SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

- 19. PROPOSAL PROTESTS:** In any case where a bidder or interested bidder wishes to protest either the results of or intended disposition of any bid, the bidder or interested bidder must: 1. File a written notice to the Purchasing Manager, explaining in detail the nature of the project and the grounds on which it is based. This notice must be received by the Purchasing Manager no later than 48 hours (two business days) after the City's Declaration of Intent to Award the Bid. At that time the bid process shall be suspended until the protest procedure, herein describe, has been completed. 2. Protest Bond. Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the City of Naples, in the amount not less than five percent (5%) of the lowest responsible bid, but not to exceed \$7,500. 3. Upon timely receipt of the formal written protest, the City Purchasing Manger may take up to two (2) business days to attempt to resolve any protest. If mutually resolved at this level, the bid protest bond shall be returned in its entirety. 4. If there is no mutual solution, the Purchasing Manager shall forward the formal written protest with any action taken to the City Attorney who shall act as the bid Protest Officer. The City Manager will also be copied on any formal bid protest. The City attorney shall hand down a formal finding of fact and a written decision with regard to the validity or non-validity of the protest within twelve (12) business days of the City's receipt of the formal written protest. 5. Within twenty-four (24) hours of the receipt of the formal findings of fact and written decision, the City shall notify the protesting bidder or protesting interested bidder of the decision of the bid protest officer. Such notification may be transmitted via facsimile machine with an acknowledged receipt by the bidder: by email with an email receipt required by the bidder or certified return receipt required mail. 6. Forfeit of Bond. Should the protest be determined by the Protest Officer to be without merit or non-valid, the bond shall be forfeited to the City.
- 20. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering.
- 21. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 22. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 23. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 24. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 25. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

- 26. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 27. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 28. PUBLIC ENTITY CRIMES:** 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 29. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 30. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.
- 31. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- 32. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.
- 33. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
- 34. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
- 35. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.
- 36. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

37. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

38. ALTERNATIVE PROPOSALS: Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

39. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

40. PROPOSER INVESTIGATIONS: Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

41. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

42. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

43. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

44. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials

actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

- 45. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- 46. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- 47. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 48. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- 49. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- 50. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- 51. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:
 - > The ability, capacity, skill and financial resources to perform the work or service.
 - > The ability to perform the work service promptly or within the time specified, without delay.
 - > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
 - > The quality of performance of previous contracts or services.
- 52. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily

supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

- 53. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- 54. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 55. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 56. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 57. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant contractors will be subject to contract sanctions, up to and including contract termination.
- 58. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 ["Debarment and](#)

Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

59. 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 81h Street S., Naples, Florida 34102; Mailing address: same as street address.

60. INDEMNITY TO FDOT: Indemnification and Insurance - It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law, the Agency’s contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s 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 this Contract.”

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID/PROPOSAL

If you do not intend to submit a bid or proposal on this requirement, please complete and return only this page.

Please return via email to purchasing@naplesgov.com or by mail to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # _____

Bid Title: _____

We, the undersigned, decline to bid on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Unable to meet bond requirements.
- ___ Unable to meet insurance requirements.
- ___ Unable to meet bond specifications.
- ___ Specifications are incomplete, or information is unclear (Please explain below).

Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. _____ RFP/ITB Title: _____

Bidder/Respondent Name: _____

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: _____

Title of last project: _____

Year last project completed _____

Contract Start/End Dates: _____

Contract Amount: \$ _____

How many projects performed: _____

Overall Performance: _____

Management Ability: _____

Ability to meet time schedule: _____

Ability of control costs: _____

Problems encountered: _____

Quality of Personnel: _____

How well Contractor coordinated with Owner: _____

Cooperation or Lack Thereof: _____

Quality of Subcontractors: _____

Subcontractor Payment Issues: _____

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Name of Company

Address of Company

Telephone No.

Email address:

Date: _____

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

PROFESSIONAL SERVICES
SPECIAL CONDITIONS

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project. The Notice-To-Proceed will not be initiated until the Contractor has been selected and placed under contract. It is the intent of the City to issue a Notice to Proceed to the selected firm prior to, or on, December 1, 2020. Services to be rendered by the CONTRACTOR must be completed by the contract dates specified within the Notice of Proceed, and not to exceed 5 years under the terms/provisions of this contract. Work in excess of \$200,000 shall be performed under a project specific contract and approved by the City of Naples. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this contract.

Final project invoice will be processed, upon completion of the City's final inspection and the vendor's submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. REFERENCES

Proposers must submit a minimum of three references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

D. STATEMENT OF NO PROPOSAL

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid/Proposal.

E. PROPOSAL FORMAT

The contract, if awarded, will be awarded on the RFP submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFP SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon four value categories totaling up to 100 points. Upon review of the RFP, the committee MAY schedule presentations. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract

F. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 9/21/2020**

Direct all questions to:

Gerald “Jed” Secory, MBA / CPPO / CPM

Purchasing and Contracts Manager

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7102 FX: (239) 213-7105

Jsecory@naplesgov.com

SUBMISSION CHECKLIST

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number and title.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
Include any Professional Licenses that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime firm. List all subcontractors to be used for our project in your proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet, References Sheet, Submission Checklist Sheet, signed IRS W-9 (OCT 2018) and Acknowledgement of Business Type.</u>	
Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: <ol style="list-style-type: none"> 1. The Proposal has been signed 2. Proposal addressed the evaluation criteria. 3. Cover letter included. 4. Tab format was followed. 	
Bid document needs to be received by the <u>OPENING DATE & TIME</u> indicated on the Cover Sheet . The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div>	
The mailing envelope must be sealed and marked with: Bid Number: 20-042 Title: South Golf Drive Design Engineering Services - FDOT (Financial Project 440437-1-38-01) – RFP – RE-BID Opening Date: 10/1/2020	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ACKNOWLEDGEMENT OF BUSINESS TYPE

The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

BUSINESS ADDRESS of BIDDER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

SIGNATURE OF BIDDER

If an Individual: _____
Signature Print Name

Doing business as _____

If a Partnership: _____

By: _____
Partner Signature Print Name

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes ___ No ___

By: _____
Signature Print Name

Sign and Date Form: Certification:
Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature	Print Name
Title	Date

CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)
STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared _____ who, after being duly sworn deposes and says of him/her personal knowledge the following:

- 1.) In accordance with the Contract Documents and in consideration of \$_____ to be received _____, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated _____, 20__ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

Witness
President

Witness

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20 ____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature of Notary)

Name: _____

(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No. _____

City of Naples, FL
South Golf Drive Design Engineering Services - FDOT (Financial
Project 440437-1-38-01) Design, Engineering,
Permitting, & Associated Tasks
 Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes
RFP No. 20-042

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City of Naples, FL
South Golf Drive Design Engineering Services - FDOT (Financial Project 440437-1-38-01) Design, Engineering, Permitting, & Associated Tasks

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

RFP No. 20-042

PROJECT REQUIREMENTS AND SPECIFICATIONS

A. PURPOSE OF REQUEST

The purpose of this Request for Proposal (RFP) is to contract with a firm to provide design and engineering services related to complete streets initiative improvements in the City of Naples, Florida along South Golf Drive.

This RFP has been developed to solicit information from consulting engineering firms (or teams of firms) proven to be qualified and experienced in civil, roadway, transportation engineering, water and sewer utilities, stormwater management, landscape architecture, including street scape design and construction supervision. Firms submitting must have expertise in roadway, sidewalk and drainage design and permitting services and any other requirements that the Florida Department of Transportation (FDOT) may impose in the Local Agency Program (LAP) Agreement for this project. Individuals and firms properly registered in the State of Florida are encouraged to submit their qualifications for consideration.

B. BACKGROUND

- City of Naples Pedestrian and Bicycle Master Plan 2013 Update, approved by City Council Resolution 13-13305
- Blue Zone Resolution 14-13549
- Financial Project Number: 440437-1-38-01

C. PROJECT

The principal intent of this project is to apply a complete street initiative along the South Golf Drive corridor, approximately 0.71 miles, between Gulf Shore Blvd North and US 41. Work shall include survey, engineering, permitting, utility coordination, and public involvement. The complete street initiative would include the safe design of a multimodal transportation corridor including new sidewalk(s), parking spaces, buffered bike lanes, stormwater infrastructure, traffic calming, landscape, and irrigation improvements.

Items of concern or challenge along South Golf Drive includes:

- Pedestrian safety and connectivity
- Bicycle safety and connectivity
- Street image
- Lane requirements and alignment

- Varying width of right of way
- Driveway connections
- Parking
- Landscaping and opportunities to increase the availability of shade when appropriate
- Utilities
- Streetscape, including street lighting
- Drainage/Stormwater

D. SCOPE OF WORK

1. Financial Project Number: 440437-1-38-01
2. FDOT Pre-Qualifications Required

For each project the CONSULTANT and/or Sub-Consultant(s) must be FDOT qualified (Rule Chapter 14-75) to perform the assigned work and/or services required of the project. As a minimum, the CONSULTANT and/or Sub-Consultant(s) must be qualified to perform the following types:

Major Work

- 3.1 Minor Highway Design

Minor Work

- 4.1.1 Miscellaneous Structures
- 7.1 Signing, Pavement Marking, and Channelization
- 7.2 Lighting
- 8.1 Control Surveying
- 8.2 Design, Right of Way, and Construction Surveying
- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Lab Testing

3. Specifications

The CONSULTANT shall use the current edition of the FDOT “Standard Specifications for Road and Bridge Construction”, and Supplements thereto, and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

The Consultant will provide a detailed Scope of Service, including project deliverables, and the time duration to complete the work. Due to the varied nature of the projects for which work is to be assigned, a description of the types of tasks generally associated with a design assignment follows below but may be modified as needed. The Scope of Work may be modified to include the applicable provisions of the latest version of FDOT’s Scope of Services for Consulting Engineering Services as appropriated.

The CONSULTANT is responsible to ensure that all plans and design specifications meet or exceed the minimum standards necessary to comply with the Americans with Disabilities Act (ADA) as amended.

The CONSULTANT is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format at the referenced standard specifications.

City and FDOT reserves the right to reject any special provision specification deemed inadequate for the project.

4. Oversight

The City designate Project Manager will be responsible for the issuance of the Notice to Proceed and for schedule coordination prior to work. City personnel will be responsible for ensuring that the successful proposer has adequate access to the installation sites.

5. Quality Control

The City shall oversee this contract to ensure all aspects within the scope of services are met and the highest level of service is provided to City residents.

6. Laws and Regulations

The Contractor agrees that, in the performance of work and services under this, the Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect.

7. Permits and Licenses

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this agreement all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. Any changes to the required licenses or permits shall be reported to the City within 10 days.

8. Contractor Assignment and Subcontracts

The successful proposer will be required to perform this work. No assignment of the contract will be allowed without written authorization from the City.

9. Contractor Personnel

Contractor personnel shall be courteous to all City residents at all times. The City shall have the right to have the contractor remove any employee found to show discourteous behavior to customers or City employees.

10. Point of Contact

All contact, correspondence or other activity concerning this contract or similar activity, with the City shall be initiated through the Contract Administrator. The

Contractor shall not be permitted to contact residential customers via mailings or other means unless it involves a compliance issue within the City without prior approval of the Contract Administrator.

11. Records

a. All persons are advised that under Chapter 119, Florida Statutes all responses are deemed a public record and opened to public scrutiny as provided for in said statute.

b. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt until such time as the agency provides notice of a decision or intended decision to the award or within 30 days after the bids, proposals, or final replies, whichever is earlier.

c. If an agency rejects all bids, proposals or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. Florida State Statutes related to municipal bid exemptions shall always prevail.

d. Pursuant to Section 119.0701 of the Florida Statutes, Consultants acting on behalf of the City must comply with the public records laws, specifically: a) keep and maintain public records required by the City to perform the contracted services; 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 Chapter 119 of the Florida Statutes 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

e. Keep and maintain adequate records and documents applicable to the project at the contracted firm's expense for a minimum of five (5) years from date of final payment, unless the firm is notified in writing by the City of the need to extend the retention period. Books and accounts shall be open to investigation upon request.

12. Inspector General

Consultant shall cooperate and comply with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to FL § 20.55.

E. SCHEDULE

The City intends close coordination with FDOT and City Council at the 60%, 90%, and 100% design phases and will require the selected firm(s) to diligently prepare for meetings, clearly communicate at each meeting, and interactively work with City staff, FDOT and City Council on options and ideas throughout the design process. The City Council is comprised of extremely intelligent and experienced professionals who will ask highly educated questions. The City is seeking a design firm capable of enormous preparation for intense meetings. The design firm will be required to thoroughly address detailed questions with specific answers and referenced experiences.

The City expects substantial involvement by stakeholders, including but not limited to property owners along the corridor and interested neighborhood and businesses. Two public meetings and subsequent presentations to City Council are anticipated as part of the design process. These meetings and presentations will occur prior to the 60% and 100% design stages. The City is seeking a firm with experience in such communications, including providing notice and multiple opportunities for comment.

The City expects multiple reviews of plans, engineering cost estimates, vendor information, etc. This will occur at the 60%, 90% and 100% plan design stages. The project schedule must reflect time for City and FDOT staff to review and provide comment prior to submittal to City Council.

The City expects the selected firm to assist from design throughout the publicly advertised construction bidding process, including responding to requests for information and making a recommendation for a construction contractor.

The City expects the CONSULTANT's completion date within one (1) calendar year upon receipt of the Notice to Proceed (NTP), estimated to be November 16, 2021.

PROJECT ADMINISTRATION

1. Notice to Proceed/Project Initiation
 - The Consultant will be issued a Notice to Proceed (NTP). Following the issuance of the NTP, the Consultant will prepare/schedule a kickoff meeting with respective stakeholders including FDOT.
2. Project Schedule
 - The Consultant will provide the City a comprehensive and clear project schedule identifying the timetable for execution and completion of the elements of the Scope of Work. Project Schedule shall not exceed one (1) calendar year from issuance of NTP.
3. Project Status Meetings/Updates
 - The Consultant and the City will agree upon a set frequency determined at the kickoff meeting.

Project Deliverables and Submission Documents

1. 60% Design Documents Submission (2 weeks City review and 5 weeks FDOT review)
 - A. Five (5) sets of prints submitted to the City and one (1) electronic
 - B. FDOT submittals can be made electronically
 - C. Preliminary estimate of probable construction cost
 - D. 60% signed checklist
2. 90% Design Documents Submission (2 weeks City Review and 4 weeks FDOT review)
 - A. Five (5) sets of prints submitted to the City and one (1) electronic
 - B. FDOT submittals can be made electronically
 - C. Specifications package
 - D. 90% signed checklist
3. 100% Design Documents Submission (2 weeks City Review and 4 weeks FDOT review)
 - A. Five (5) sets of prints submitted to the City and one (1) electronic
 - B. Fifteen (15) for FDOT and FDOT Plan submittal may be electronically submitted
 - C. One (1) engineer's cost estimate
 - D. One (1) set of bid forms
 - E. One (1) Design Documentation Reports
 - F. Contract Documents and Specifications
 - G. 100% signed checklist

F. INSURANCE

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, the specialized insurance listed below require:

PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

G. SELECTION PROCESS

1. SOLICITATION/SELECTION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Advertise and Float RFP	Week of August 24, 2020
RFP Due Date	October 1, 2020
Evaluation Committee Meeting	Week of October 5, 2020
Presentation (if needed)	Week of October 19, 2020
Final Selection	Week of October 19, 2020
Contract Negotiations	Week of November 26, 2020
Commencement of Work	Week of November 30, 2020

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

A shortlist of vendors may be interviewed for final ranking. If an interview is held, it will be less than one hour in length and be equally divided between the presentation and questions and answers. The presentation (if necessary) time and date will be assigned by the City

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Qualifications & Reputation of Firm & Sub-Firms	30
Qualifications and Experience of Person(s) Assigned to the Project	30
Project Understanding and Approach	30
Project Completion Schedule	10
TOTAL	100

Tie Breaker: In case of a tie in scoring, the award will be made as follows:

- a. The Consultant that has the highest number of higher scores shall be deemed ranked as the higher Consultant.
- b. In the event a tie still exists the Consultant with the highest number of 2nd place scoring shall be the higher ranked Consultant.
- c. Should a tie still remain the method used above will continue with each score level, 3rd, then 4th, then 5th highest score, will be counted until the tie is broken.

5. SUBMITTAL REQUIREMENTS:

Qualified firms interested in providing South Golf Drive Design & Engineering Services are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

TAB 1 - Cover Letter and Mandatory Form information

- Cover Letter - Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page (including signed cover sheet, IRS W-9 form, any applicable licenses / certifications not included elsewhere in the proposal.

TAB 2 - Qualifications & Experience of Firm (Max. 30 pages)

- Demonstrate experience and qualifications of the firm on related projects, as well as any sub-firms on the project team. Experience should detail relevant experience in commercial road areas.
- Demonstrate specific knowledge of the firm's past project experiences that would include relationships with regulatory agencies, particularly FDOT.

- Provide three (3) client references for similar public projects. Send the attached reference questionnaire to the client who will submit the completed form directly to the City.

TAB 3 - Qualifications & Experience of Sub-Firms Assigned to the Project (Max. 6 pages)

- Provide a staff organization chart. Identify key individuals involved on this project and their affiliation.
- Provide a Team organization chart.
- For each staff member identified in the organization chart, provide a brief overview of their relevant experience. Detail resumes can be provided in the “All Other Items” section below. The brief overview should identify the individual experience on similar projects and their availability to support this project.

TAB 4 - Project Understanding and Approach (No page limit)

- Demonstrate understanding of the project’s opportunities and challenges.
- Identify the potential project challenges and how you would recommend that each be addressed, particularly with private property owners along the corridor.
- Provide your firm’s approach to managing and conducting the 60%, 90%, and 100% City Council and FDOT reviews and discussions.
- Identify the permits that will be required to be submitted and how would you propose to proceed to ensure that permits are obtained quickly.
- Provide your firm’s approach to public involvement.

TAB 5 - Schedule for Completion (Max. 5 pages)

- Provide a detailed explanation how your firm plans to meet the project schedule while maintaining QA/QC.

H. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

I. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for South Golf Drive Design & Engineering Services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
 - 1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

GRANT CERTIFICATIONS AND ASSURANCES

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICITATION DOCUMENTS BY DEADLINE TO BE CONSIDERED RESPONSIVE

Form

Form 275-030-11 DBE Bid Package Information

Collier County Anticipated DBE Participation Statement, Part I and II

Form 375-030-30 Truth in Negotiation Certification

Form 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid Contracts

Form 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

Form 375-030-34 Certification for Disclosure of Lobbying Activities

Form 375-030-50 Conflict of Interest/Confidentiality Certification

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBE's**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the " _ " space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: eeofoms@dot.state.fl.us.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CITY OF NAPLES

ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the Vendor/Prime Contractor to either provide a revised statement or provide source documentation that validates a status. Contractor means an entity that receives a contract.

A. VENDOR/PRIME CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE (DBE/MBE/WBE)? OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? OR A SERVICE DISABLED VETERAN?	VETERAN? Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N	IS THE ACTIVITY OF THIS CONTRACT, CONSTRUCTION? Y N CONSULTATION? Y N OTHER? Y N
IS THIS SUBMISSION A REVISION? Y N	IF YES, REVISION NUMBER _____	

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE, MBE, WBE VET, SMB8A	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
TOTALS:					

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	TELEPHONE NUMBER	FAX NUMBER

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT
ACCEPTED BY:	DATE	

CITY OF NAPLES
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT
Part 2

DBE AWARDS/COMMITMENTS

Breakdown by Ethnicity and Gender	Prime A-C			Sub-Contractor D-F		
	A	B	C	D	E	F
	Total to DBE (Dollar Amount)			Total to DBE (Number)		
	Women	Men	Total	Women	Men	Total
Black American:	\$ -	\$ -	\$ -	-	-	-
Hispanic American:	\$ -	\$ -	\$ -	-	-	-
Native American:	\$ -	\$ -	\$ -	-	-	-
Asian Pacific American:	\$ -	\$ -	\$ -	-	-	-
Subcontinent Asian American:	\$ -	\$ -	\$ -	-	-	-
Non-Minority:	\$ -	\$ -	\$ -	-	-	-
Total	\$ -	\$ -	\$ -	-	-	-

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE
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Printed Name	Signature
---------------------	------------------

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

ACCEPTED BY:	DATE
---------------------	-------------

Printed Name	Signature
---------------------	------------------

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

Is this form applicable to your firm?

YES NO

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this

collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT A - Local Agency Program Agreement

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FPN: 440437-1-38-01	FPN: 440437-1-58-01	FPN: 440437-1-68-01
Federal No (FAIN): D119 024 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU	Fund: SA	Fund: SA
Org Code: 55013030152	Org Code: 55014010106	Org Code: 55014010106
FLAIR Approp: 780000	FLAIR Approp: 780000	FLAIR Approp: 780000
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj: 780000
County No:03	Contract No: <u>GAB35</u>	
Recipient Vendor No: F596000382003	Recipient DUNS No: 84130293	
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 6/28/19, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and City of Naples ("Recipient").
(This date to be entered by DOT only)

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in to apply a complete streets initiative along the corridor. 5FT WIDE SIDEWALK, BIKE LANE, PARALLEL PARKING CROSSWALKS, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
- 4. Project Cost:**
 - a.** The estimated cost of the Project is \$ 2,254,112 (Two million, Two hundred Fifty-Four Thousand, One Hundred Twelve Dollars). This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b.** The Department agrees to participate in the Project cost up to the maximum amount of \$ 2,254,112 (Two million, Two hundred Fifty-Four Thousand, One Hundred Twelve Dollars) and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "G", FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This Indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the

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[RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit "O", Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. The following Exhibit(s) are attached and incorporated into this Agreement: _____
- k. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - Exhibit C: Title VI Assurances
 - Exhibit D: Recipient Resolution
 - Exhibit E: Federal Financial Assistance (Single Audit Act)
 - Exhibit F: Contract Payment Requirements
 - * Exhibit G: FHWA Form 1273
 - * Exhibit H: Alternative Advance Payment Financial Provisions
 - * Exhibit I: State Funds Addendum
 - * Exhibit J: State Financial Assistance (Florida Single Audit Act)
 - * Exhibit K: Advance Project Reimbursement
 - * Exhibit L: Landscape Maintenance

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- * Exhibit M: Roadway Lighting Maintenance
- * Exhibit N: Traffic Signal Maintenance
- * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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

RECIPIENT, CITY OF NAPLES

By: *Bell Burt*
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: *John M. Kubler*
Name: John M. Kubler
Title: Director of Transportation Development

Approved as to form and legality.

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

Legal Review:

K. Haully *Jan 21/19*

Attest:
Patricia Rambosk
Patricia L. Rambosk, City Clerk
Date: *Jan 16/19*

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440437-1-38/58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Naples (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 2.537

PROJECT DESCRIPTION: The project scope is to apply a complete streets initiative along the corridor. To do this, the scope of work will include survey, design, engineering, permitting, public involvement, construction and construction inspection. The project would accommodate, to the best of the designer's abilities, a safe, multi-modal transportation corridor between Gulf Shore Blvd North and US-41 within the City of Naples. The project would include new sidewalk(s), parking spaces, buffered bike lanes, stormwater infrastructure, traffic calming, landscape and irrigation improvements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- A) Design to be completed by January 2022.
- B) Construction contract to be let by June 2022.
- C) Construction to be completed by June 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

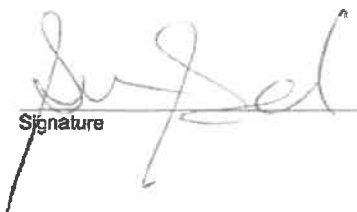
RECIPIENT NAME & BILLING ADDRESS: City of Naples 295 Riverside Circle Naples, FL 34102	FINANCIAL PROJECT NUMBER: 440437-1-38/58/68-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 36				
FY: 2018/2019 (Surface Transportation Program, SU)	\$ 278,363.00	\$ _____	\$ _____	\$ 278,363.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 278,363.00	\$ 0.00	\$ 0.00	\$ 278,363.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2022/2023 (Surface Transportation Program, SA)	\$ 1,855,749.00	\$ _____	\$ _____	\$ 1,855,749.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,855,749.00	\$ 0.00	\$ 0.00	\$ 1,855,749.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2022/2023 (Surface Transportation Program, SA)	\$ 120,000.00	\$ _____	\$ _____	\$ 120,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 120,000.00	\$ 0.00	\$ 0.00	\$ 120,000.00
Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 2,254,112.00	\$ 0.00	\$ 0.00	\$ 2,254,112.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Shackelford
 District Grant Manager Name



 Signature

4/15/19

 Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by *Section 21.5* of the **REGULATIONS**, including employment practices when the contract covers a program set forth in *Appendix B* of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$2,254,112 (Two million, Two hundred Fifty-Four Thousand, One Hundred Twelve Dollars)
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS

**Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



Pedestrian & Bicycle Master Plan Update

June 2013



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PROGRAM SUMMARY: 5-YEAR GOALS & OBJECTIVES

PROGRAM	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	2018 & Out
Sidewalks	\$ 147,850	\$ 61,985	\$ 133,903	\$ 117,200	\$ 150,612	\$ 2,998,897
Bicycle Paths	\$ 3,500	\$ 75,000	\$ 2,500	\$ 5,000	\$ -	\$ -
Intersection Improvements	\$ 4,500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
Code Review & Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Education	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Wayfinding Signage	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -
City CIP Total	\$ 156,350	\$ 152,175	\$ 153,903	\$ 156,255	\$ 153,112	\$ 2,999,397
FDOT Projects	\$ 189,807	\$ 868,560	\$ 346,775	\$ 1,101,557	\$ 883,942	
Multi-Agency Total	\$ 346,157	\$ 1,020,735	\$ 500,678	\$ 1,257,812	\$ 1,037,054	

NOTES:

1. The Program Summary assumes a Capital Improvement Program Budget for implementation of the Pedestrian & Bicycle Master Plan of \$150,000 annually by the City of Naples Streets & Traffic Fund.
2. FDOT projects and expenditures are set by the Metropolitan Planning Organization in coordination with FDOT.

BICYCLE PATHWAYS: 5-YEAR GOALS & OBJECTIVES								Notes	
Location	From	To	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	
Gulf Shore Blvd	Mooring Line Drive	20th Ave S	With Pavement Resurfacing + \$5,000 for Signs/Markings					Sharrow designation (pavement marking & signage) with no white edge line.	
Crayton Road	Seagate Drive	Neapolitan Way	With Pavement Resurfacing + \$2,500 for Signs/Markings					Sharrow designation (pavement marking & signage) with no white edge line.	
14th Ave North	US41	Goodlette-Frank Rd		\$ 5,000					Sharrow designation (pavement marking & signage) with no white edge line.
Fleischmann Blvd	US41	Goodlette-Frank Rd (Zoo/Gordon River Gwy)		\$70,000					8'-12' multiuse pathway on South side.
Central Avenue	10th St	Riverside Circle							Designate bike lanes with future CRA Streetscape Improvements
Central Avenue	6th Street	8th Street	With Pavement Resurfacing + \$3,500 for Signs/Markings					Designate bike lanes with pavement markings and signage.	
3rd Ave S	US41	10th St	With Pavement Resurfacing + \$3,500 for Signs/Markings					Designate bike lanes with pavement markings and signage.	
INTERSECTION IMPROVEMENTS: 5-YEAR GOALS & OBJECTIVES								Notes	
Location	Project		FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	
Various Intersections	Integrate Audible Devices for Visually Impaired		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	Cost per intersection is \$2,000. Audible sound can vary.
Various Intersections	Evaluate the Installation of a Color Box on Pavement for Bicyclist			TBD	TBD	TBD	TBD	TBD	To mark a safe location for bicyclists to occupy while obeying traffic laws.
Mooring Line Dr. @ Crayton Rd.	Wheel Chair Ramps, Truncated Domes, Ped Crossing Signals			Other CIP					Concurrent with replacement of span wire support with mast-arms.
Broad Avenue S @ 8th St. South	Wheel Chair Ramps, Truncated Domes, Ped Crossing Signals			Other CIP					Concurrent with replacement of span wire support with mast-arms.
Crayton Rd. @ Harbour Drive	Wheel Chair Ramps, Truncated Domes, Ped Crossing Signals					Other CIP			Concurrent with replacement of span wire support with mast-arms.
9th St. South @ 10th Ave South	Wheel Chair Ramps, Truncated Domes, Ped Crossing Signals					Other CIP			Concurrent with replacement of span wire support with mast-arms.
Goodlette-Frank Rd @ 14th Ave N	Monitor Pedestrian & Bicycle Movements		Annual Monitoring						Designating 14th Ave N as a bike route may increase intersection use.
Fleischmann Blvd @ Goodlette-Frank Rd	Coordinate with Collier County on Intersection Improvements		Ensure Safety & ADA Features in County Intersection						Collier County designing and constructing intersection improvements.
Goodlette-Frank Rd @ 5th Ave North	Add Street Lighting & Advanced X-ing Signage		\$ 2,500						
CODE OF ORDINANCE REVIEW & UPDATE: 5-YEAR GOALS & OBJECTIVES								Notes	
Code Section	Recommended Change		FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	
Sec. 50-181	Review sidewalk requirement for new single family home construction.					Staff time.			For streets without existing sidewalks and designated in the Master Plan, updated code would require payment into Sidewalk Fund.
Sec. 50-181	Review sidewalk requirement for substantial remodel construction.					Staff time.			
Appendix A: Fees & Charges	Increase existing \$32 fine for parking on a sidewalk/bike lane.					Staff time.			
Right-of-Way Manual	Review modify standards for obstructions within the ROW.					Staff time.			Review planting allowances for size and location.
ENFORCEMENT: 5-YEAR GOALS & OBJECTIVES								Notes	
Department	Enforcement		FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	
Police	Bicycle Stop Sign Violators					Staff time.			Warn and ticket bicyclists.
Police	Motorist Stop Sign Violators					Staff time.			Warn and ticket motorists.
Police	Aggressive Driving					Staff time.			Warn and ticket motorists.
Police	Safe Passing: Motorists Providing 3-feet to Bicyclist					Staff time.			Warn and ticket motorists.
Police	Bicyclists Obstructing Traffic					Staff time.			Warn and ticket bicyclists.
Police	Variable Message Boards					Staff time.			Messages targeting bicyclists and motorists (speed, stop signs, caution, etc.)
Code Enforcement & Police	Parking on Sidewalk and in Bike Lanes					Staff time.			Warn and ticket motorists.
Streets & Stormwater	Right-of-Way Obstructions					Staff time.			Maintaining line of sight. Adequate clear zone free of hazards.
EDUCATION: 5-YEAR GOALS & OBJECTIVES								Notes	
No Parking on Sidewalk or Bike Lane	Landscape and construction companies.								Via Landscape certification program and when Building Permits are issued.
Bike Routes with Destination Points	Local and Visiting Bicyclists								NPC and Collier County Maps
Bike Safety	Children, Adults		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	Safety equipment distribution by Police Dept., NTV, Coordination with NPC.
City of Naples Master Pedestrian & Bicycle Plan	Residents, Businesses & Visitors							\$25,000	City Website, Social Media, Annual Budget Presentation
WAYFINDING SIGNAGE: 5-YEAR GOALS & OBJECTIVES								Notes	
Destination Points	Origin Points		FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	
Gordon River Greenway									Decorative signs strategically placed to direct visitors to destination points. Multi-phase to require City Council review & consensus prior to installation.
City Parks									
Beaches	US 41 North, US 41 East, Goodlette-Frank North and South,			\$15,000	\$15,000	\$ 15,000			
The Naples Pier	Golden Gate Parkway, CRA, Central Avenue, Gulf Shore Blvd								
Naples Zoo									

SIDEWALK PRIORITIES: 5-YEAR GOALS & OBJECTIVES

Safe Routes to School Improvements									
SCHOOL	LOCATION	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	2018 & Out	
Gulf View Middle School	Gaps on 1st Avenue South from 3rd St to 6th Street South	\$ 41,000							
	Gaps on 2nd Avenue South from 6th to 3rd Street South	\$ 32,000							
Lake Park Elementary	12th Ave N (10th St to 13th St. North)		\$ 112,850						
	12th Street North (12th Ave N to 13 Ave N)	\$ 23,100							
Street Ann's School	4th Street S-East Side (8th Avenue South to Alleyway)								
	8th Street S-East & West Side (Gaps South of 9th Avenue South)								
	8th Avenue S-North and South Side (Gaps)				\$ 133,000	\$ 688,704			
	9th Avenue South-North Side (6th Street S to 8th Street S)								
	8th Street S-West Side (8th Avenue South to Alley)	\$ 15,000							
Seagate Elementary	Crosswalks and Landings on Seagate at Side Streets		\$ 35,000						
Naples High School	22nd Ave N Ped X-walk, Signage and Flashing Light	\$ 21,500							
									FDOT Funded Project

Sidewalks on Collector Roads: Less Than Two Blocks									
SEGMENT (Side)	FROM	TO	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	2018 & Out
Gulf Shore Blvd North (West)	South Golf Drive	Oleander Drive					\$ 55,000		
Broad Avenue South	207	245			\$ 16,555				
8th Street North	530	530			\$ 13,860				
Orchid Drive	Mandarin Drive	US 41				\$ 18,480			
18th Avenue South	Gordon Drive	3rd Street South			\$ 31,570				
Gulf Shore Blvd North	1300	1300				\$ 20,020			
Gulf Shore Blvd North	2601	2601						\$ 38,500	
Gulf Shore Blvd North	1820	1820					\$ 16,000		
Gulf Shore Blvd North	1624	1624						\$ 61,292	
3rd Street South (West)	Central Avenue	1st Avenue South						\$ 26,565	
2nd Avenue South	280	280						\$ 24,255	
10th Street South	920	920							\$ 14,245
Gordon Drive (West)	Broad Avenue South	12th Avenue South							\$ 26,257

Sidewalk On Collector Roads: More Than Two Blocks									
SEGMENT (Side)	FROM	TO	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	2018 & Out
Gulf Shore Blvd South (West)	Pier (12th Avenue South)	Gordon Drive		\$ 114,807	\$ 351,962				
Gulf Shore Blvd North (West)	Mooring Line Drive	Banyan Blvd	\$ 284,682						
Crayton Road (West - East)	Oleander Drive	Banyan Blvd	\$ 166,998						
Mooring Line Drive (North)	Mooring Line Bridge	US 41				\$ 67,000	\$ 412,853		
Harbour Drive (Both)	Crayton Road	Binnacle Drive				\$ 44,584		\$ 259,346	
2nd Street South (East)	5th Avenue South	11th Avenue South				\$ 39,245		\$ 227,682	
3rd Street North (West)	Central Avenue	7th Avenue North				\$ 62,946		\$ 396,914	
Gordon River Bridge Underpass	US41	Goodlette		\$ 75,000	\$ 516,598				
Park Shore Drive (North)	Crayton Road	Belair Lane							\$ 137,060
Sandpiper Blvd (West)	Jewel Box Avenue	South Terminus							\$ 236,852
2nd Street South (East)	Central Avenue	2nd Avenue South							\$ 104,490
4th Avenue North (North)	Gulfshore Blvd. North	6th Street South							\$ 174,944
Banyan Blvd (Both)	Gulfshore Blvd. North	US 41							\$ 349,503
7th Avenue North (South)	Goodlette Frank Rd.	10th Street North							\$ 22,484
7th Avenue North (South)	Gulfshore Blvd. North	7th Street North							\$ 171,017
									FDOT Funded Project

Sidewalk On Residential Streets with support to include in Master Plan Update									
SEGMENT (Side)	FROM	TO	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	2018 & Out
Old Trail Drive (North)	Park Shore Dr	Belair Lane				\$ 95,403			
FPL Easement Pathway Trail	6th Avenue North	7th Avenue North			Component of Stormwater CIP FY14/15				
6th Avenue North (North)	10th Street North	FPL Easement Pathway			Component of Stormwater CIP FY14/15				
South Golf Drive (North)	Gulf Shore Blvd	US41							\$ 179,795
1st Avenue South (Both)	10th Street South	Goodlette					\$ 46,200		
13th Avenue South (South)	3rd Street South	Gordon Drive							\$ 15,500
2nd Avenue South (North)	Gulf Shore Blvd	3rd Street South							\$ 33,033
4th Avenue South (North)	5th Street South	6th Street South							\$ 16,555
4th Avenue South (North)	Gulf Shore Blvd	2nd Street South							\$ 23,716
7th Street North (East)	4th Avenue North	South Golf Drive							\$ 88,550
4th Street South (West)	Central Avenue	1st Avenue South							\$ 28,105
5th Street South (East)	1st Avenue South	4th Avenue South							\$ 98,397
6th Avenue South (North)	GSBS	West Lake Drive							\$ 48,895
7th Avenue South (North)	GSBS	West Lake Drive							\$ 58,289
8th Avenue South (North)	GSBS	3rd Street South							\$ 66,990
9th Avenue South (South)	GSBS	3rd Street South							\$ 60,137
10th Avenue South (North)	GSBS	3rd Street South							\$ 65,681
11th Avenue South (North)	GSBS	3rd Street South							\$ 64,489
13th Avenue South (North)	3rd Street South	Gordon Drive							\$ 24,563
14th Avenue South (South)	3rd Street South	Gordon Drive							\$ 46,970
15th Avenue South (North)	3rd Avenue South	GSBS							\$ 62,832
East Gordon Dr.(Riley Park Path)	18th Avenue South	21st Avenue South							\$ 83,006
12th Avenue North (South)	Goodlette Frank Rd.	US 41							\$ 112,805
12th Street North (Easement Req)	3rd Avenue North	12th Street North							\$ 37,730
3rd Avenue North (Easement Req)	12th Street North	Goodlette Frank Rd.							\$ 24,255
12th Street South (East)	Central Avenue	1st Avenue South							\$ 11,165
Riverside Circle (South)	Goodlette-Frank Rd	Dog Park & Future Greenway							\$ 61,600
Mandarin Drive (West)	Banyan Blvd.	Orchid Drive							\$ 95,172
Pine Street (North)	Mandarin Drive	Banyan Blvd.							\$ 67,606
11th Avenue South (North)	5th Street South	6th Street South							\$ 68,838
4th St South (Both)	8th Avenue South	10th Avenue South							\$ 49,126
5th St South (Both)	9th Avenue South	11th Avenue South							\$ 42,581
6th St South (Both)	9th Avenue South	10th Avenue South							\$ 46,354
West Lake Drive (East)	7th Avenue South	8th Avenue South							\$ 10,780
East Lake Drive (Both)	5th Avenue South	8th Avenue South							\$ 68,530
Total of All Out-Year Sidewalk Projects									\$ 2,998,897



Introduction

In 2007, the Streets & Stormwater Department began implementation of the City of Naples Pedestrian and Bicycle Master Plan. This plan outlined new policies related to signing and marking safer routes around schools and bicycle facilities, provided sidewalk program prioritization and promoted education, awareness and enforcement programs. The City has successfully completed a significant portion of what was outlined in the 2007 Master Plan and is now focusing on what priorities remain and working towards updating the master plan to reflect input from the public. By resolution, City Council approved two separate plans, one for bicycles and one for pedestrians. Recognizing that many intermodal pathway users readily switch from sidewalk to bike lane and back to sidewalk, this update takes into account Citywide bicycle and pedestrian improvements but separates priorities into six Program Priorities.

The 2007 Master Plan considered the following factors during the development of the original Master Plan which are still considered very important to the development of the Master Plan Update

- **Safety:** Lack of proper sidewalks, bicycle facilities, and discontinuous sidewalks can force people to traverse facilities designed solely for cars. A major threat to pedestrian safety can result from excessive motor vehicle speeds and failure of motor vehicle to stop or yield to pedestrians. Lack of proper signage warning vehicles about pedestrians can also result in accidents. Improper street lighting and lack of other pedestrians on the roads add to the perception of lack of safety while walking or cycling. Lack of amenities such as resting places and bike storage racks makes biking or walking less desirable.
- **Connectivity:** Connectivity/continuity of sidewalks and bike lanes is an important issue. Discontinuity in the provision of pedestrian and bicycle facilities will effectively create a barrier to walking or cycling. Provision of bike paths and sidewalks is also important to facilitate access to transit.
- **Linkage between Important Destinations:** As a seasonal and vacation destination, the City of Naples provides many key activity centers, including beach access, parks, schools, and hospitals. Bike paths and sidewalks can connect important destinations, and at the same time, can make the journey an enjoyable experience.
- **Recreation:** Provision of bike lanes and pedestrian sidewalks enhances healthy recreation choices for residents.
- **Mobility challenges:** Provision of sidewalks and bike lanes would provide multimodal choices for residents with mobility challenges. People who prefer not to drive or are unable to drive will have better travel options. Provision of ADA compliant facilities would ensure that people with disabilities will have more mobility



options. These are important considerations to a City with a large retirement population.

- Impacts to surrounding environment: The City of Naples prides itself on being a destination valued by both residents and visitors due to its pristine environment, which is supported by attractive landscaping and aesthetics. When examining possible improvements for pedestrians and bicyclists, the primary emphasis was placed on minimizing impacts to adjacent vegetation, landscaping, and driveways, even when these facilities were in the City's Right-of-Way.
- Establishment of separate mode recommendations: Bicyclists and pedestrians have unique needs. As a result, the overall system of facility recommendations has been separated into individual inventories, plans, and budgets.

Public Involvement

Gathering input and concerns from the public was essential in developing the Bicycle and Pedestrian Master Plan. Continuing to gather input is also critical for gauging progress and updating the master plan. Below is a list of public involvement opportunities related to this master plan update:

- 5/14/2012: City Council Workshop regarding progress from 2007 Master plan implementation
- 1/10/2013: Meeting with Naples High School, Collier County Schools and City of Naples Streets Division regarding pedestrian improvements:
- 1/22/2013: Meeting with Naples Pathways Coalition
- 1/24/2013: Public Involvement Meeting # 1 (Naples City Council Chambers)
- 2/19/2013: City Council Workshop regarding pedestrian improvements of intersections at 22nd Ave N & 13th St N and Cambier Park Way & 8th St S
- 2/21/2013: Public Involvement Meeting # 2 (Naples City Council Chambers)
- 3/28/2013: Public Involvement Meeting # 3 (Naples City Council Chambers)

Notices for these meetings were distributed to various community groups including President's Council, Naples Pathways Coalition, Naples Velo (community cycling group), Gulf Coast Runners (community running group), Naples Area Triathletes, bicycle and running store owners, City employees (for distribution at public places) and posted on the City website. The public involvement meetings were attended by residents of the City and County, property owner's association presidents, representatives of the various community groups, Collier County transportation planning, Naples Daily News, City Council members, City staff and other stakeholders. Generally, the format of the meetings were a brief presentation, public comment and then breaking out into small comment groups where the public could discuss their concerns or priorities with staff. One thing that was made very clear at the meetings was how important providing feedback in the form of



the questionnaire and input forms would be to the prioritization of the recommendations. A summary of the data collected in those forms are presented in this update.

Public Involvement Meeting # 1

January 24, 2013

- Review 2007 Master Plan Process
- Review Progress since from 2007 through 2013
- Discuss Master Plan Update Considerations
- Discuss, distribute questionnaires
- Small group visioning sessions with staff

Public Involvement Meeting # 2

February 21, 2013

- Review/Summarize Meeting # 1
- Discuss expansion of programs (enforcement, wayfinding, ordinances)
- Discuss Input Forms
- Small group input sessions with staff

Public Involvement Meeting # 3

March 28, 2013

- Review/Summarize Meetings # 1 & 2
- Review/Summarize questionnaire and input data received to date
- Discuss expansion of programs (enforcement, wayfinding, ordinances)
- Discuss Input Forms
- Discuss next steps (Deadline for input April 11th, City Council Workshop May 13th)
- Small group input sessions with staff

A major source of information for updating the Master Plan was reviewing the 2007 Master Plan for programs and priority projects for what should be removed/revise, or carried forward to the Master Plan Update as well as what programs should be added. Based on feedback from residents, most of the programs and priority projects that have not yet been completed are still priorities and should be carried forward. Some of these include:

- Properly sign and mark the existing paved shoulders which currently meet the adequate width to be designated as bike lanes.
- Promote education, safety, awareness programs, and enforce applicable traffic laws.
- Complete school Improvements (Lake Park Elementary, Seagate Elementary, Gulfview Middle School, Naples High School and St. Ann's School).
- Prepare 10-year sidewalk master plan which takes into account the City's Sidewalk Policy:
 - missing links on collector roads 2 blocks, 900', or less in length
 - missing links on collector roads greater than 2 blocks in length



- complete remaining collector system by installing new sidewalks
- neighborhood requests on local streets

Public Input

Public input was received in several formats. At all three public involvement meetings, participants were asked to fill out a questionnaire rating the City of Naples' bicycle and pedestrian facilities against other cities, rating the City's progress in implementing the 2007 Bicycle and Pedestrian Master Plan, provide comments on what concerns and input they might have and ask several other questions related to the master plan. Program and Project input forms were distributed at the second and third meetings with the goal of ranking what was most important, least important or not wanted with respect to various programs and projects.

Over eighty (80) questionnaires were returned and approximately two hundred fifty (250) program input forms were returned with various results. Some filled out the forms completely and accurately while others ranked everything as a number one. A small number of input forms that were filled out incorrectly were not used in the data compilation shown in this report. A summary of the questionnaire results is provided in Appendix A and summaries of the program input forms are shown in their applicable sections.

Several Property Owners' Associations or neighborhood leaders also took the initiative to distribute neighborhood specific surveys for particular sidewalks or bike routes of interest or concern. Seagate residents requested support for crosswalks and landings along Seagate Drive. Park Shore Association requested feedback and polled residents regarding sidewalks on the north side of Park Shore Drive as well as the north side of Old Trail Drive. Port Royal Association requested input and polled residents about a sidewalk on the east side of Gordon Drive. That poll included options for a sidewalk, bike lane, shoulders or none of the above.

A compilation of all data is provided in Appendix A. Additionally, a summary of all of the 181 comments from the different input forms is provided in Appendix A.

Data Collection

Data collection for the Master Plan update included using the City's new sidewalk and bicycle facility GIS database of existing facilities as well as completed projects from 2007-2012. Naples Police Department provided critical information regarding bicycle and pedestrian crash statistics and reports as well as bicycle citations issued.



Expansion of the Master Plan Programs for 2013

In the 2007 Bicycle & Pedestrian Master Plan, five programs were established as follows:

1. Sidewalks
2. Bike Routes
3. Education
 - High school and local police driver education courses
 - Safety Programs and Events
 - Healthy Commute Initiative
 - Active Aging Campaign
 - Identify and promote pedestrian and transit options for people with disabilities.
 - Bicyclists and Track Clubs
 - Education material/programs should be bilingual.
4. Enforcement
 - Bicycle Squads
 - Eyes on the Street
 - Call Box Program
 - Safe Travel Roundtable
 - Positive reinforcement
 - Crime Prevention through Environmental Design
5. Encouragement
 - Community events
 - Downtown Pedestrian Wayfinding Signage and Walking Guide
 - Walking-cycling map for tourists and residents who walk, bike or ride transit
 - Model city initiative

Based on citizen requests as well as input from local advocacy groups (Naples Pathways Coalition) and advisory boards (Community Services Advisory Board) as well as other input, staff expanded the programs to include the following:

1. Sidewalks
2. Bike Routes
3. Education
4. Enforcement
5. Wayfinding signage
6. Code of ordinance modifications
7. Intersection improvements (pedestrian related)



PROGRAMS

Sidewalks

Many of the sidewalk projects identified as priorities in the 2007 Master Plan were completed. To begin development of the 2013 updated sidewalk priority projects, projects that were not completed were carried forward. This would include missing links around schools, missing links on collector roads (less than two blocks) and projects that have already been identified on FDOT's 5-year work plan. Neighborhood requested sidewalk projects were also added to complete the sidewalk project priority list.

The sidewalk program input forms also asked the public what sidewalks should be included in the master plan (not prioritized), the most common responses were (excluding those listed above from the prioritization results):

Sidewalks and safety improvements around schools are critical because more school-aged children are walking and biking to and from schools. Much progress was made from 2007 to 2012 to complete missing links and sidewalk connections around schools. Additionally, signage improvements identified in the 2007 Master Plan were completed. At the request of City Council, intersection improvements including a crosswalk, flashing pedestrian crossing warning signs were installed on 22nd Ave N and 13th St N near Naples High School (work that was above and beyond the 2007 Master Plan priorities). The following figures show the remaining sidewalk missing links around four of the five schools located within the City (sidewalks in the Naples High School that were identified have been completed). These missing links have been added to the sidewalk project prioritization if they have not already been included in the FDOT's 5-year work plan.

Collector roads are classified because of their ability to provide higher mobility than local roads. Because of this, they attract high volumes of vehicles. Recognizing that high volume roadways will lead to more conflicts with multi-modal users such as pedestrian and bicycles, it is important to prioritize sidewalks on collector roads. The 2007 Master Plan identified collector road sidewalk priorities in two categories:

- Missing links on collector roads (small scale)
- Missing links on collector roads (large scale)

Several of the missing links on collector roads (large scale) are currently identified on the FDOT's 5-year work plan. As such, prioritization of sidewalks funded from the City of Naples Streets & Traffic Budget shall focus on neighborhood requests and missing links on collector roads (small scale). there is approximately 8,000 feet of sidewalk remaining in segments that are less than two blocks (900') in length along collector roads.



Neighborhood Input Requests

Port Royal Property Owners' Association sought input from affected residents regarding a sidewalk on the east side of Gordon Drive from Kingstown Drive to Cutlass Lane. Approximately 64 residents along Gordon Drive, Cutlass Ln, Green Dolphin Ln, Cove Ln and Ft. Charles Dr., were asked for their preference of a sidewalk, bike lane, shoulders or none of the above. Over 30 responses were received with the majority voting for some form of safety improvement. Based on the feedback received as well as pedestrian and bicycle activity observed on Gordon Drive, staff had recommended revising the FDOT 5-year work plan to provide 4-foot shoulders on Gordon Drive (Kingstown to southern terminus).

Early in the development of these priority lists, Gordon Drive was discussed as being a potential sidewalk project. After receiving the feedback discussed above, it was clear that there is more support for the addition of bike lanes or paved shoulders from Kingstown to the southern terminus. Recognizing the need to accommodate for both bicycles and pedestrians, some indication that bicycles and pedestrians shall share the shoulder is advisable.

In the days leading up to the City Council regular meeting, Gordon Drive residents who are opposed did voice their concerns regarding taking away from the landscaping and beach road atmosphere along Gordon Dr. At the June 12, 2013 City Council Regular meeting, council directed staff to remove the Gordon Drive project from the City Master Plan and communicate with affected property owners along Gordon Drive the impacts of such a project.

Park Shore Association sought input from all residents in Park Shore regarding the interest and concern of sidewalks at two specific locations and requested any other input. Old Trail Drive and Park Shore Drive sidewalk improvements were both requested early in the public input process. 60 responses were received overwhelmingly in favor (55 in favor) of adding a sidewalk on Old Trail Drive. The majority of responses also supported continuing the sidewalk on the north side of Park Shore from east of Crayton Road to Belair Ln. Both of these requests have been added to the Master Plan Sidewalk Priorities. The questionnaire results and comments can be found in Appendix A.

Residents of the Seagate neighborhood led a grassroots campaign to distribute our program input forms to their neighbors. From those efforts, 37 input forms were received ranking the crosswalks and landings at the intersections of Sand Dollar, Starfish, Seashell, Seahorse. These landings have been prioritized in the Master Plan Sidewalk Priorities. The questionnaire results and comments can be found in Appendix A.

Bike Routes

This program focuses on establishing requested bike routes through signage, striping and/or road widening. Additional information on bicycle education and enforcement of bicycle laws can be found in later sections. Many bicycle route priorities were related to



the current phase of the Gordon River Greenway project. These routes include 14th Avenue North, Orchid Drive & Fleischmann Blvd.

Currently, Banyan Blvd has a designated bike lane from Gulf Shore Blvd N to US 41 which is very near a pedestrian crosswalk on US41 near 14th Ave N. The Naples Zoo, The Conservancy of Southwest Florida and the future parking lot and access to the Gordon River Greenway is just east of Goodlette Frank Rd very near 14th Ave N. In order to provide connectivity to the existing multi-use paths of the Gordon River Greenway, prioritizing 14th Ave N as a bike route is logical. Similarly, Orchid Dr, & Fleischmann Blvd provide east-west connectivity to this same area on the north side of Fleischmann Park. The easterly terminus of Fleischmann Blvd at the intersection of Goodlette-Frank Road currently has a pedestrian crossing which is immediately north of the proposed parking lot and access to the Gordon River Greenway.

Pavement marking bike routes has become popular in many cities as an alternative to signage. Currently, as part of the pavement overlay program, the Streets & Traffic Division is not striping an edge line on popular bike corridors that do not meet the minimum requirement for a proper bike lane. In lieu of widening major stretches of roadway for bike lanes, pavement markings indicating "Share The Road" and arrows in the travelway have been provided along major bike corridors. In 2011, Collier County painted 1.4 miles of Bayshore Drive's bike lanes green in an effort to raise awareness of the delineation of vehicle travel lanes and bicycle lanes. The Bayshore Dr bike lane project was funded by the Bayshore Beautification MSTU. There was a reoccurring request in the public involvement process recommended this feature for use in areas that see high bike traffic (sections of Gulf Shore Blvd, Crayton Rd, etc). Streets and Traffic Division has concerns regarding the maintenance of this additional pavement marking.

Other measures that cities have have implemented in attempt to make bicycle routes more safe are using striping to separate the different modes with more space. Gainesville recently completed this type of project with a two-foot striped space to buffer the different vehicles (bikes and cars).





Bicycle Routes	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Opposed	Include
Broad Ave S	3%	10%	17%	13%	7%	0%	17%
8th St S	0%	7%	0%	10%	0%	0%	20%
4th Ave N	3%	0%	13%	0%	0%	0%	27%
Neapolitan	3%	3%	27%	3%	7%	0%	13%
Orchid	7%	30%	3%	3%	17%	3%	17%
Fleischmann	33%	13%	3%	0%	0%	3%	13%
Mandarin	3%	3%	3%	13%	0%	0%	30%
Pine Ct	0%	0%	0%	0%	3%	0%	30%
10th St N	0%	3%	7%	13%	7%	0%	20%
14th Ave N	13%	0%	3%	7%	17%	0%	7%
12th St S	0%	0%	0%	0%	17%	0%	17%
Old Trail	3%	3%	0%	0%	7%	0%	17%
1st Ave S	0%	0%	0%	20%	0%	0%	13%
Color/mark pavement at Intersections	27%	17%	13%	0%	0%	3%	0%

Based on the Port Royal Property Owners Association feedback discussed in the Sidewalk Project Section above, it was clear that there is more support for the addition of bike lanes or paved shoulders from Kingstown to the southern terminus. Recognizing the need to accommodate for both bicycles and pedestrians, some indication that bicycles and pedestrians shall share the shoulder is advisable. An example of one type of sign used in other municipalities is shown below.





Intersection Improvements

Crayton Road & Mooring Line Drive



Currently this intersection is a signalized intersection with span wires. Crosswalks exist north-south bound, a north-south bound sidewalk exists on the east side only and there is no pedestrian signal phase. Improvements would include ADA accessible crosswalk landings and a pedestrian push button intersection to be incorporated with future decorative mast arm replacement/improvements.

9th Street South & 10th Avenue South



Currently this intersection is a signalized intersection with span wires. Crosswalks, sidewalks and sidewalk landings exist in all directions but no pedestrian signal phase. Improvements would include ADA accessible crosswalk landings and pedestrian push button intersection to be incorporated with future decorative mast arm replacement/improvements.

Goodlette-Frank Road and 14th Ave N is an intersection that did not receive much specific feedback in terms of intersection improvements but could see an increase in pedestrian and bicycle traffic with the opening of the first phase of the Gordon River Greenway project. The north side of the intersection is currently lacking a crosswalk despite a sidewalk to the west on 14th Ave N. Improvements may include crosswalk on



the north side, wider/more visible crosswalk(s), better lighting, audible indicator devices and other improvements.



One other potential intersection improvements include **Goodlette-Frank Road and Fleischmann Blvd** for connectivity to the Zoo and the Gordon River Greenway. This intersection currently has one crosswalk and pedestrian crossing signal on the south side of the intersection only. It is currently heavily used by pedestrians crossing from the Zoo to Fleischmann Park. The first phase of the Gordon River Greenway project will likely increase the use of this intersection by pedestrians. Improvements may include replacing span wires with mast arms, crosswalk on the north side, wider/more visible crosswalk(s), better lighting, audible indicator devices and other improvements.



Intersection Improvements	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Opposed
Ped x-ing 9th St S/10th Ave S	27%	8%	0%	23%	35%	4%
Ped x-ing Broad Ave S/8th St S	4%	27%	23%	31%	8%	4%
Mooringline Dr/Crayton Rd	27%	35%	23%	12%	0%	4%
Crayton Rd/Harbor Dr	15%	8%	38%	19%	15%	4%
Integrate Audible Devices	38%	19%	4%	4%	23%	12%



Enforcement

One of the most frequent concerns in the public involvement process was groups of cyclists running stop signs. Naples Police Department currently enforces bicycle-stop sign runners regularly. Another major concern expressed from the cycling community is motorists not allowing at least 3 feet of clearance to pass other vehicles as is required by Florida Statute 316.083. Feedback from the public input program form on enforcement indicated that quarterly enforcement of bicycles and motorists is requested. In sharing this information with Naples Police Department, they are currently enforcing these laws as they are witnessed by regular patrols as well as enforcement operations on a regular basis. Naples Police Department is agreeable to scheduling these enforcement operations on a quarterly basis as well as continue to cite law violators as witnessed during regular patrols.

In addition to stop sign violations, concerns from motorists also included bicycles blocking traffic. Florida Statute 316.2065 (6) addresses this with the following language:

Persons riding bicycles upon a roadway may not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and shall ride within a single lane.

Variable Message Boards have been placed throughout the City indicating and it is recommended that these continue to be placed routinely informing motorists and cyclists of all laws related to sharing the road.

There were several requests for clearer signage to indicate that where there is not a proper bike lane, bicycles are allowed to ride in the travel lane. The Manual on Uniform Traffic Control Devices, which offers a guide for municipalities regarding signage, marking and traffic control addresses this with sign R4-11 which shows an image of a bicycle and indicates “May Use Full Lane”.

Enforcement Programs Overall Priority					
Program	Priority 1	Priority 2	Priority 3	Priority 4	Opposed
Semiannual Enforcement	20%	10%	20%	43%	7%
Quarterly Enforcement	50%	27%	13%	7%	3%
Periodically Caution	17%	30%	23%	20%	7%
Variable Message Boards	20%	30%	33%	3%	13%



MUTCD R4-11

Education

Education was a program that was identified in the 2007 Master Plan. It was a common theme in the public input received from residents. Bicyclists believe motorists need to be educated on their rights to the road and motorists believe bicyclists and pedestrians need education on how to safely navigate City streets & sidewalks on foot and bike. Staff believes providing an updated bicycle suitability map showing where there are bike lanes and where bike routes are designated as “Share the Road” could help educate the public. Brochures that inform the public of vehicle, bicycle and pedestrian laws also received a high priority in the program input forms. These brochures could be distributed at local bicycle shops and handed out at the meetings that Naples Police Department currently attends with local bicycle groups. They could also be distributed at City facilities such as City Hall, Norris Center, Fleischmann Park, River Park Community Center. The Naples Police Department currently hosts Bicycle Safety Equipment Distribution Days where bicycles can go and receive free helmets for kids, free front and rear bicycle lights and discuss bicycle safety with police officers. The input from the program forms indicated that the public would like to see this program continue.

Naples Pathways Coalition and Naples Velo have hosted safety meetings recently where the discussion is towards educating riders on the laws of the road and raise awareness that law enforcement will cite law violators. These meetings are coordinated with and attended by Naples Police Department, Collier County Sherriff’s Office, local bicycle shop owners and the group’s memberships and residents.

Staff will be updating the City Website to provide all the information discussed above and publish the newly created GIS data on the City’s GIS webpage. Staff will also continue to maintain the data to reflect new sidewalk and bike route projects throughout the City.



Educational Programs Overall Priority						
Program	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Opposed
Website	16%	22%	9%	22%	28%	0%
Update Bike Map	47%	9%	31%	0%	13%	0%
PD Distribute Safety Equip	34%	28%	22%	6%	0%	9%
Brochures	9%	34%	19%	19%	9%	6%
Social Media	9%	3%	13%	38%	31%	0%

Wayfinding

Wayfinding signage has been discussed by a variety of interests. The public was first asked, through the questionnaire, whether they would support the addition of aesthetically pleasing way finding signage. While there were concerns about the addition of signs contributing to what some have already called “sign pollution”, the majority of the responses in the questionnaire supported the addition of wayfinding signs for specific destinations. When asked to prioritize what destinations are important, the highest ranked destinations were: The Gordon River Greenway, Parks, Beaches and the Pier. Commercial and shopping areas ranked low on the public’s priority list and there was more opposition to those areas compared to others. In the presentation at Public Involvement Meeting #2, examples of wayfinding signage and wayfinding pavement markings were demonstrated. Based on the program input feedback for wayfinding signage, there was support for both signage and pavement marking.

	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Decorative Signage	Pavement Marking	Both Pavement Marking	Signs & Pavement Marking	No Signs or Markings
Parks	33%	17%	23%	20%	0%	23%	0%	40%	7%	
Beaches	7%	27%	27%	17%	3%	23%	0%	40%	7%	
Pier	3%	37%	20%	17%	7%	20%	3%	40%	7%	
Shopping	3%	3%	0%	3%	17%	7%	0%	23%	17%	
Zoo	10%	0%	3%	3%	13%	20%	0%	37%	7%	
Greenway	53%	3%	17%	7%	3%	17%	7%	43%	3%	
Historic Districts	3%	0%	0%	7%	20%	17%	0%	27%	7%	
Commercial Areas	3%	0%	0%	3%	3%	0%	0%	23%	13%	
Government	0%	3%	0%	0%	7%	27%	7%	60%	10%	
Conservancy	3%	0%	0%	10%	17%	20%	3%	37%	3%	



Ordinance

Ordinance Program		Agree	Disagree
Single Family New Home Construction		81%	19%
Single Family Remodel Construction		77%	23%

67% of people who filled out the questionnaire were in favor of revising the code to require new single family construction to construct a sidewalk where none exists now. In the comments, many people did mention that this should be limited to locations, possible by limiting to collectors, or those roads that have been identified in the Master Plan as sidewalk priorities. A new ordinance such as this would help augment the Streets fund which continues to be reduced through gas tax reductions, increasing resurfacing and maintenance costs and other reductions to the budget.

Criteria for Prioritization

- **Safety related improvements carried over from 2007 Master Plan**
 - Provide proper school signage in accordance with applicable standards and regulations and provide a plan with costs to provide sidewalks to schools.
 - Properly sign and mark the existing paved shoulders which currently meet the adequate width to be designated bike lanes.
 - Promote education, safety, awareness programs, and enforce applicable traffic laws.
 - Prepare separate 10-year Sidewalk and Bike Path Master Plans and Policies.

- **Additional improvements for consideration to include in the 2013 Master Plan Update**
 - Safe Routes to Schools - Complete missing sidewalk links around schools.
 - Complete feasible neighborhood requests for sidewalks.
 - Complete missing sidewalk links, intersection improvements and bike routes to destination points (park-to-park connectivity, Gordon River Greenway connections).
 - Continue to improve sidewalk network on collector classified roads where economically and technically feasible.
 - Evaluate ROW availability/restrictions for future sidewalk and bike route projects.



Safety

Safety was the number one concern of all parties. According to 2011 data published by National Highway Traffic Safety Administration's National Center for Statistics and Analysis, Florida is ranked number one in the country for the most dangerous state for bicyclists and pedestrians. At 1.8 per 100,000 residents, Collier County is below the Florida average of 3.0 per 100,000 residents for bicyclist & pedestrian fatalities.

Crash Statistics

Collier County Injuries & Fatalities 2006-2010

Year	Reported Bicyclist & Pedestrian Crashes	Bicyclist & Pedestrian Injuries	Bicyclist Pedestrian Fatalities
2006	182	173	9
2007	240	230	10
2008	210	192	8
2009	165	159	6
2010	173	166	7
2006-2010	970	920	40

Source: Collier MPO 2012 Comprehensive Pathways Plan

City of Naples Reported Bicycle/Pedestrian Crashes

Year	Reported Bicyclist Crashes	Reported Pedestrian Crashes	Bicyclist Pedestrian Fatalities
2008	22	6	0
2009	23	14	1
2010	24	8	0
2011	15	12	0
2012	19	7	0
2008-2012	103	47	1

Source: City of Naples Police Department Accident Reports



Destination Connections

There were many comments and input received requesting connections to the portion of the Gordon River Greenway that is being constructed in 2013 as well as providing for future connections to future phases of the Gordon River Greenway. The current phases under construction provide access to the project at Golden Gate Parkway and the Naples Zoo property. Providing access for pedestrians and bicycles via intersections of Goodlette-Frank Road at 14th Ave N and Fleischmann Blvd ranked high among priorities received by the public.



Agenda Item 15
Meeting of 11/5/14

RESOLUTION 14-13549

A RESOLUTION PROCLAIMING SUPPORT FOR THE BLUE ZONES PROJECT, A COMMUNITY-WIDE WELL-BEING IMPROVEMENT INITIATIVE IN NAPLES AND COLLIER COUNTY; DIRECTING THE CITY MANAGER TO COLLABORATE IN THE COMMUNITY ASSESSMENT PROCESS AND REPORT THE ACTION REQUIRED OF THE CITY OF NAPLES TO BECOME A BLUE ZONE COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the NCH Healthcare System, in cooperation with the Naples community, is launching a major initiative, known as the Blue Zones Project, that uses scientific research to help communities boost their well-being; and

WHEREAS, Blues Zones have been successfully implemented in thirteen communities across the United States; and

WHEREAS, the Blue Zones Project provides a community based approach to transform the environment to improve the emotional, physical, and social health of the community; and

WHEREAS, there has been demonstrable progress in improving the well-being of communities participating in Blue Zone initiatives; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:


Section 1. That the City Council of the City of Naples is committed to improving the health and well-being of community members and hereby proclaims its support for the Blue Zones Project in Naples and Collier County.


Section 2. That the City Manager is directed to collaborate in the community assessment process and report the action required of the City of Naples to become a Blue Zone Community.

Section 3. This resolution shall take effect immediately upon adoption.


PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 5TH DAY OF NOVEMBER, 2014.

Attest:


Patricia L. Rambosk, City Clerk


John F. Sorey III, Mayor

Approved as to form and legality:


Robert D. Pritt, City Attorney

M:\REF\COUNCIL\RES\2014\14-13549

Date filed with City Clerk: 11-7-14

CITY OF NAPLES PERSONNEL POLICIES & PROCEDURES MANUAL	Section No.: 3-V
SUBJECT: EMPLOYMENT ISSUES: DRUG-FREE WORKPLACE	Revision Date: <u>09/01/2009</u> 1/20/1999
	Effective Date: 6/01/1995

POLICY: The City of Naples shall comply with federal and state laws as well as established City and department policies regarding employment practices and procedures. Also, the City of Naples shall not discriminate against any person in recruitment, examination, hiring, training, promotion, discipline or any other benefit or condition of employment because of race, color, national origin, age, sex, marital status, or disability.

DRUG-FREE WORKPLACE/EMPLOYEE DRUG & ALCOHOL TESTING

The City of Naples shall conduct drug and alcohol testing for job applicants, volunteers and employees in compliance with the Omnibus Transportation Employee Testing Act of 1991, Florida's Drug-Free Workplace Program (F.S. 440.102 et seq.), and the Florida Workers' Compensation Act in order to maintain a safe, healthy, and productive work environment for all its employees.

The City prohibits the unlawful manufacture, sale, attempted sale, distribution, possession, use, or being under the influence of controlled substances (drugs) or alcohol in the workplace unless such drug or alcohol possession or alcohol use is a necessary and management approved job requirement (i.e. police officers assigned to an undercover narcotics operations). Disciplinary action, up to and including termination of employment, shall be imposed for policy violations. Additionally, employees who violate this policy may be subject to forfeiture of workers' compensation medical and indemnity benefits.

The City reserves the right to unlimited access, without employee consent, to all areas and property over which the City maintains complete control or joint control with the employee. Additionally, the City or any employee may notify the appropriate law enforcement agency that an employee may be in possession of alcohol or illegal drugs on City property or at a City worksite, or in an area not jointly or fully controlled by the City.

A. OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991

(This section is applicable to Safety Sensitive Employees ONLY)

1. **GENERAL:** All City of Naples employees who are required to possess and maintain a valid State of Florida Commercial Driver License (CDL) AND to perform safety sensitive functions are prohibited from being under the influence of controlled substances (drugs) or alcohol in accordance with this law and City policies. Participation in the controlled substances and alcohol testing program is a safety sensitive condition of employee's continued employment.

2. DEFINITION: A safety sensitive employee is defined as a person who drives a commercial motor vehicle or equipment which requires a Commercial Driver License (CDL). The City shall identify safety sensitive employees by utilizing the official City of Naples Position Description or by other appropriate means as deemed necessary by the appropriate department director, Human Resources Director or other designee.
3. PROHIBITIONS: Violation of any of the prohibitions listed below or refusal to submit to drug and alcohol testing shall result in disciplinary action up to and including termination of employment.
 - a. No employee shall possess or transport (carry) alcohol or drugs in a City vehicle, equipment, proper or authorized work location.
 - b. No employee shall report for duty or remain on duty while under the influence of alcohol or drugs.
 - c. No employee shall perform a safety-sensitive function while using (consuming) or within four (4) hours of using alcohol.
 - d. No employee required to submit to a post-accident alcohol or controlled substance test shall use (consume) alcohol for eight (8) hours following the accident, or until the employee undergoes the required post-accident test, whichever occurs first.
 - e. No employee shall report for duty or remain on duty while using any medically prescribed or purchased "over-the-counter" medications which would interfere with the safe and efficient operation of vehicles, equipment or the safety of self or others unless cleared by the prescribing physician. Employees who are using such medications are required to notify their supervisor and receive clearance prior to beginning work.
4. COLLECTION METHOD:
 - a. Alcohol testing shall be conducted by mouth swab and confirmed by blood test.
 - b. Urine specimen collection will be used for drug-screens.
 - c. Direct observation collections are required when:
 - i. The specimen temperature is outside the acceptable range;
 - ii. The specimen shows signs of tampering – unusual color/odor/characteristic; or
 - iii. The employee has an item in his or her pocket or wallet that appears to be brought into the site to contaminate a specimen; or the collector notes conduct suggesting tampering.
 - iv. The Medical Review Officer (MRO) orders direct observation collection because:
 1. The employee has no legitimate medical reason for certain atypical laboratory results; or

upon notification. Immediately is defined as within thirty (30) minutes, unless otherwise authorized by Human Resources.

6. **PAYMENT OF TESTING:** The City shall pay the expense of the initial drug test. In the event of a confirmed positive, an employee may have the split specimen tested at his or her own expense. A list of drugs being tested for is included as Attachment "A".

B. TYPES OF AND PROCEDURES FOR TESTING

(Information from this section forward applies to ALL employees)

All applicants and volunteers recommended for hire and all employees shall be tested in accordance with the following:

1. **POST-OFFER:** All volunteers and applicants who are made a conditional offer of employment or who are recommended for transfer into a safety sensitive position must successfully complete a drug test.

Human Resources shall coordinate the testing and shall advise applicants, volunteers and employees of the City's Drug and Alcohol Testing policies and consequences of refusal to submit to testing or a confirmed positive test.

2. **RANDOM TESTING (Applies only to safety sensitive employees):** Random test dates and times will not be announced and shall be spread reasonably throughout the year. All safety sensitive employees shall be tested at least one time for drugs and one time for alcohol during a twelve (12) month period. The random testing process shall be a method recommended by the Human Resources Director and approved by the City Manager. Each safety sensitive employee shall have an equal chance of being selected for both drug and alcohol_ testing each and every time selections are made.

Random testing shall be coordinated by the Human Resources Department who shall contact the selected employee's supervisor. Employees selected for random testing may transport themselves directly to and from the testing site and are responsible for immediately reporting back to work at the conclusion of the testing.

3. **REASONABLE SUSPICION (This applies to all employees and volunteers):** Supervisors are responsible for monitoring employees for alcohol and drug use and other policy violations and for contacting their department director or the Human Resources Director (or designee) when there is reasonable suspicion that an employee is under the influence of alcohol or drugs. Reasonable suspicion may include but is not limited to: observable behavior such as drowsiness or sleepiness, slurred or incoherent speech, unusually aggressive behavior, mood swings, lack of coordination, frequent unexplained absences from work, multiple workplace accidents or outside information indicating that the individual may be under the influence or involved with use and/or distribution of alcohol or drugs.

- a. Supervisors who have reasonable suspicion must prevent the employee from further engaging in work and from leaving the work area, and must notify the employee of the need for testing.
 - b. A supervisor must note reasonable suspicion observations right away and a final report must be forwarded to the department director and Human Resources Director (or designee) within 24 hours from the incident. The documentation must be signed and may include statements and signatures of any other credible witness(es).
 - e. The supervisor should then contact the Human Resources Director, or designee, for authorization to transport the employee to the designated testing facility and ensure the employee completes the City consent form prior to testing.
 - d. Alcohol testing shall be conducted by mouth swab and confirmed by blood test in the event of alleged alcohol use in addition to the urine drug screen.
 - e. In the event of reasonable suspicion for alleged drug or alcohol use, supervisors must coordinate or arrange for transportation directly to the employee's residence. However, employees may transport themselves in the event of routine post-accident testing when there is no additional concern of alleged drug or alcohol influence involved in the incident.
 - f. The employee is placed on paid administrative leave pending receipt of the test results.
 - g. The Human Resources Department shall contact the supervisor when the results are received and the employee is cleared to return to work. The supervisor must then notify the employee who is expected to return to work within a reasonable period or arrange to use accrued vacation or personal leave for the remainder of that working day.
4. POST-ACCIDENT: Testing for workplace injuries or illnesses shall be considered as cause for reasonable suspicion testing. Supervisors are required to ensure drug and alcohol testing of employees when:
- a. There is preventable damage involving City personnel that results in property damage to City property, or by City vehicles or equipment which, when combined and totaled, is in excess of \$1,000.
 - b. When there is a preventable accident resulting in injury to the employee for which outside medical treatment is required. (This shall apply even if treatment is not provided at the time of the accident, but is requested at a future time as a result of or relation to the previous injury or illness.)
 - c. When an employee is involved in an accident which results in a citation for a moving violation (regardless of cost).

- d. In the event of a fatality.
 - e. When a determination of preventable or non-preventable cannot or is not made within a reasonable period following the accident or incident.
 - f. When there is reasonable suspicion that use of alcohol or drugs may have affected the employee's involvement in the accident. Such reasonable suspicion includes, but is not limited to: observable behavior, information or feedback, or a pattern of accidents.
5. ACCIDENT PROCEDURES: In the event of an accident resulting in injuries, supervisors should follow the procedures outlined in "Safety" section (#25) of this manual as well as the following:
- a. Life Threatening Condition or Serious Illness or Injury: If the employee has a life threatening condition or suffers a serious illness or injury, the supervisor or on-site personnel should call 9-1-1 for assistance. (Calls placed from City telephones require that you dial "9" to first obtain an outside line prior to dialing "911.")
 - b. Minor Injuries: If the employee is in need of medical treatment for minor injuries, the supervisor should immediately contact the Human Resources Department.
 - i. The supervisor is responsible for investigation of the incident, including interviewing any witness(es), to determine if it was preventable or non-preventable.
 - c. Follow-Up Care: Employees who request professional medical attention shall be authorized to seek medical treatment under the City's workers' compensation program and shall be directed to an authorized medical facility by the Human Resources Department and/or the workers' compensation adjuster assigned by the City.
 - d. After Normal Business Hours: If a property damage incident, workplace injury or illness occurs after regular City business hours or on a weekend, supervisors should follow steps "a" or "b" above, as appropriate. If drug and/or alcohol testing is required, the supervisor must contact Advanced Medical Center for all after hours** post accident and reasonable suspicion testing. Advanced Medical Center staff is available after their normal business hours and will respond to an on-site location to perform the required testing. Supervisors should also prepare the required injury report AND contact the Human Resources Department when regular work hours resume.

*** Advanced Medical Center, 1250 Pine Ridge Road, (239) 566-7676.*

--Normal Operating Hours: Monday-Friday 8:00 AM to 8:00 PM; Saturday-Sunday 9:00 AM to 5:00 PM.

--After hours drug and/or alcohol testing: Call (239) 449-5439

- e. Serious incidents or accidents that occur after hours must be reported to the Risk Manager or Human Resources Director.
6. **COLLECTION METHODS:**
- a. Alcohol testing shall be conducted by mouth swab and confirmed by blood test.
 - b. Urine drug-screens shall be conducted, including split specimen collection.
 - c. Direct observation collections may be required for reasonable suspicion.
 - i. The observer must be the same gender as the employee.
 - ii. An employee that has a device or fails to permit any part of the direct observation shall be recorded as a refusal to test.
7. **PAYMENT OF TESTING:** The City shall pay the expense of the initial drug test. In the event of a confirmed positive, an employee may have the split specimen tested at his or her own expense. A list of drugs being tested for is included as Attachment "A".

C. RESPONSIBILITIES

In addition to the responsibility for following the procedures outlined in this policy, the following responsibilities shall also apply:

- 1. **SUPERVISORS** shall be responsible for:
 - a. Maintaining current knowledge of this policy and all updates as provided by Human Resources.
 - b. Fairly and consistently administering this policy to all employees under their supervision.
 - c. Attending required annual training or policy update briefings.
 - d. Assisting Human Resources during the random testing process. This shall include employee notification, or other actions as required by this policy or requested by the department director or Human Resources.
 - e. Coordinating transportation for employees suspected of being under the influence of drugs and/or alcohol.
 - f. Using good judgment and maintaining confidentiality in regard to all drug test results.
- 2. **DEPARTMENT DIRECTORS** shall be responsible for:
 - a. Maintaining current knowledge of this policy and all updates as provided by Human Resources.

- b. Fairly and consistently administering this policy to all employees under their supervision.
 - c. Attending required annual training and ensuring supervisors under their direction also attend training.
 - d. Ensuring that supervisors properly report and document employees who violate this policy.
 - e. Providing signed statements and other information as required or requested by the City for compliance with this policy.
 - f. Using good judgment and maintaining confidentiality in regard to all drug test results.
3. HUMAN RESOURCES shall be responsible for:
- a. Developing, implementing, updating, and communicating this policy to directors, supervisors and employees.
 - b. Coordinating annual training for directors and supervisors regarding the signs and symptoms of alcohol and drug abuse as required by law as well as providing policy updates and briefings.
 - c. Coordinating the drug testing process, providing confirmed positive test results to appropriate department director or designee, and providing policy information and guidance as needed.
 - d. Providing the necessary forms and guidance to directors and supervisors regarding policy interpretation, application, and disciplinary procedures.
 - e. Maintaining confidential recordkeeping and confidentiality in regards to all drug test results in accordance with applicable federal and state laws and City policies.

D. DISCIPLINE

1. REFUSAL TO TEST: Any employee who refuses to voluntarily submit to required testing or refuse to sign a testing consent form are subject to termination from employment. Any of the following behavior shall be considered refusal to take the test:
- a. Inability to produce sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation;
 - b. Tampering with or attempting to adulterate the specimen;
 - c. Interfering with the collection procedure;
 - d. Not immediately reporting to the collection site; failing to remain at the collection site until the collection process is complete; having a test result reported by a MRO as adulterated or substituted; or leaving the scene of the

accident without a valid reason before the tests have been conducted. An employee must report to the testing site immediately upon notification. Immediately is defined as within thirty (30) minutes, unless otherwise authorized by Human Resources.

2. TEST RESULTS:

- a. Drugs: Employees whose test confirmed positive for drugs shall be terminated from employment.
- b. Alcohol: Employees whose test confirmed positive for alcohol shall be terminated from employment.

3. CONFIRMED POSITIVE TEST RESULTS: A job applicant or employee shall receive written notification of positive confirmed test results from the City within five (5) working days of the City's receipt of a report of a positive confirmed test result from the Medical Review Officer.

E. EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is available and recommended for employees who voluntarily seek help for drug, alcohol, or other substance abuse problems. Employees may be subject to mandatory referral and to adhere unconditionally to recommended treatment as a result of disciplinary action and as a condition of continued employment. Supervisors should contact Human Resources for assistance or additional information. Employees participating in the EAP are not exempt from provisions of this policy.

F. MEDICATIONS

1. NOTIFICATION OF USE: Employees must notify their supervisor, before beginning work, when they are taking any medication-prescribed or purchased over-the-counter-which has the potential to interfere with the safe and effective performance of duties, the operation of vehicles or equipment, or personal safety. If such medications are being used, the employee shall be required to receive clearance from the prescribing physician or other certified medical provider at their own expense and during off-duty hours.

- a. Failure to receive report such use or to request and receive proper clearance shall result in disciplinary action up to and including termination of employment.
- b. Any documentation submitted to a supervisor pertaining to medications must be forwarded to the Human Resources Department for inclusion in the employee's confidential personnel file.

2. SUPERVISORY RESPONSIBILITIES: Directors and supervisors who are notified of an employee's use of legally prescribed and over-the-counter medications having the effects outlined above are responsible for ensuring that the employee does not perform a safety sensitive function until the employee ceases taking the

medication or receives clearance from the prescribing physician. Supervisors who fail to remove the employee from performing a safety sensitive function or a potentially hazardous safety situation may receive disciplinary action up to and including termination of employment. Questions regarding the employee's ability to safely operate vehicle or equipment while using prescribed medications must be directed to the department director and Human Resources immediately.

G. ARRESTS OR CONVICTIONS

Employees and volunteers are responsible for notifying their department director or Human Resources regarding any criminal drug or alcohol infractions, arrests or convictions, and loss of driving privileges (if applicable to position) within 24 hours of occurrence or as reasonably possible. Employees may receive disciplinary action up to and including termination of employment for failure to provide adequate notification.

H. HARASSMENT/RETALIATION/DISCRIMINATION

The City will not tolerate harassment, retaliation or discrimination against any employee who, in good faith and based upon reasonable suspicion, reports or investigates an alleged violation of this policy (See also Section 3-IV of this manual regarding harassment/discrimination policies.) The City shall take appropriate disciplinary action up to and including termination of employment against employees for any harassment, retaliation or discrimination actions or activities related to the reporting of violation of this policy.

Additionally, any employee who has knowledge or reasonably suspects an employee's illegal drug or alcohol use has the obligation to report such activity immediately to his or her supervisor, department director or the Human Resources Director. Employees who fail to report such activity or who are not forthright during an investigation regarding an employee's alleged drug or alcohol use are subject to disciplinary action up to and including termination of employment.

- I. **CONFIDENTIAL REPORTING OF MEDICATION USE:** Employees must realize that certain medications may alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy. The name of the testing site is Advanced Medical Center, 1250 Pine Ridge Road, Naples, Florida 34108, (239) 261-2831. Employees who want more technical information about medications may consult the testing site. To avoid the potential problems created by a false test result, procedures have been implemented to permit employees to confidentially report the use of medications. Employees may report the use of medications on the back of the copy of the chain of custody form after your specimen is collected. Medications known to alter or affect a drug test are listed below:

1. AMPHETAMINES: Abetrol, Biphedamine, Desoxyn, Dexedrine, Didrex
2. CANNABINOIDS: Marinol (Dronabinal, THC). Marijuana, Hash Pot
3. COCAINE: Cocaine HCl topical solution (Roxanne), Crack, Coke

4. PHENCYCLIDINE: Not legal by prescription; PCP, Angel Dust
 5. OPIATES: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with codeine, Robitussin AC, Guiatus AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin
 6. METHAQUALONE: Not legal by prescription
 7. BARBITURATES: Phenobarbital, Tuinal, Amytal, Menbutal, Seconal, Lotusate, Fiorinal, Firoicet, Esgic, Butisol Mebaral, Butabartital, Butabital
 8. METHODONE: Dolphine, Methadose
 9. BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranzene, Valium, Verstran, Halcion, Paxipam, Restoril, and Centrax
 10. PROPOXYPHENE: Darvocet, Darvon N. Dolene, Etc.
 11. ALCOHOL: Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof); Booze, Drink.
- J. RECORDS: Employee drug and alcohol testing records are confidential. Test results and other confidential information may be released only to the City of Naples and the EAP professional. Any other release of this information is only with the employee's consent. If an employee initiates a grievance, hearing, lawsuit, unemployment compensation claim or other action as a result of this Policy, then the City of Naples may release relevant information to the decision maker.
- K. QUESTIONS: Any questions regarding this policy may be directed to the City of Naples, Human Resources Department (239) 213-1810. Questions regarding the effects of drug or alcohol abuse on a person's health, work and personal life may be obtained through the EAP program, and information upon that program is available in the Human Resources Department.

ATTACHMENT A
LIST OF DRUGS TESTED

Five Panel Drug-Screen:

Substances included in test profile: Amphetamines, Cannabinoids, Cocaine, Metabolites, Opiates, PCP.

Eight Panel Drug-Screen (Law Enforcement Officers Only):

Substances included in test profile: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine Metabolite, Methaqualone, Opiates, PCP.

**CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL SERVICES- ENGINEERING)**

Bid/Proposal No. **RFP 20-042**

Clerk Tracking No. _____

Project Name: **South Golf Drive Design Engineering Services- FDOT (Financial Project 440-0437-1-38-01) Design, Engineering, Permitting, & Associated Tasks**

THIS AGREEMENT (the "Agreement") is made and entered into this **XX day of XX 2020** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **XX** authorized to do business in the State of Florida, whose business address is: **XX** (the "CONSULTANT").

WHEREAS, the CITY desires to obtain the services of the CONSULTANT concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

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

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

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by CONSULTANT are generally described as **South Golf Drive Design Engineering Services** 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 CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.3. The CONSULTANT 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. CONSULTANT agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONSULTANT'S project coordinator (the "Project Coordinator"). The Project Coordinator shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this

Agreement.

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

1.6. The CONSULTANT 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 CONSULTANT'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 CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

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

1.8 The CONSULTANT 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 CONSULTANT from contracting with other firms or government organizations for similar services.

1.9. Except as otherwise provided in this Agreement, the CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT'S contractual relationship with the CITY for the special gain or benefit of the CONSULTANT 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 manager to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONSULTANT'S services for the Project. However,

the Project Manager is not authorized to issue any verbal or written orders or instructions to the CONSULTANT 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 CONSULTANT;
 - (b) The time the CONSULTANT is obligated to commence and complete all such services;
- or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

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 Manager shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT 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 CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to proceed from the City for all or any designated portion of the Project and shall be performed and completed within one (1) calendar year from the date of the NTP. This Agreement will be valid for a five (5) year term from XX through XX. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or

give rise to any right to damages or additional compensation from the CITY. The CONSULTANT'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 CONSULTANT 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 CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT'S performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed \$XX.XX 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 CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT 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 CONSULTANT 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 CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONSULTANT 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.

7.2 In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

ARTICLE EIGHT SERVICES BY CONSULTANT'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONSULTANT'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 CONSULTANT, as independent CONSULTANT 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 CONSULTANT'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 CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of the CONSULTANT'S services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONSULTANT.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONSULTANT 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 CONSULTANT or by any of the CONSULTANT'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 CONSULTANT 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 CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT 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 CONSULTANT'S remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONSULTANT. In the event of such termination for convenience, the CONSULTANT'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 CONSULTANT that are directly attributable to the termination, but the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and 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 CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT'S address of record:

Company Name
Address
Attention:
FEI/EIN Number: On File State (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 CONSULTANT assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in consultant's profession. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Patricia L. Rambosk, City Clerk

By: _____
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: _____
James D. Fox, City Attorney

CONSULTANT:

Company Name
Address:

Attention:

CONSULTANT WITNESS:

Witness

By: _____

Printed Name: _____

Witness Printed Name

Title: _____

FEI/EIN Number: On File
A Florida Limited Liability Company (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

A. PURPOSE OF REQUEST

The purpose of this Request for Proposal (RFP) is to contract with a firm to provide design and engineering services related to complete streets initiative improvements in the City of Naples, Florida along South Golf Drive.

This RFP has been developed to solicit information from consulting engineering firms (or teams of firms) proven to be qualified and experienced in civil, roadway, transportation engineering, water and sewer utilities, stormwater management, landscape architecture, including street scape design and construction supervision. Firms submitting must have expertise in roadway, sidewalk and drainage design and permitting services and any other requirements that the Florida Department of Transportation (FDOT) may impose in the Local Agency Program (LAP) Agreement for this project. Individuals and firms properly registered in the State of Florida are encouraged to submit their qualifications for consideration.

B. BACKGROUND

- City of Naples Pedestrian and Bicycle Master Plan 2013 Update, approved by City Council Resolution 13-13305
- Blue Zone Resolution 14-13549
- Financial Project Number: 440437-1-38-01

C. PROJECT

The principal intent of this project is to apply a complete street initiative along the South Golf Drive corridor, approximately 0.71 miles, between Gulf Shore Blvd North and US 41. Work shall include survey, engineering, permitting, utility coordination, and public involvement. The complete street initiative would include the safe design of a multimodal transportation corridor including new sidewalk(s), parking spaces, buffered bike lanes, stormwater infrastructure, traffic calming, landscape, and irrigation improvements.

Items of concern or challenge along South Golf Drive includes:

- Pedestrian safety and connectivity
- Bicycle safety and connectivity
- Street image
- Lane requirements and alignment
- Varying width of right of way
- Driveway connections
- Parking
- Landscaping and opportunities to increase the availability of shade when appropriate
- Utilities
- Streetscape, including street lighting

- Drainage/Stormwater

D. SCOPE OF WORK

1. Financial Project Number: 440437-1-38-01
2. FDOT Pre-Qualifications Required

For each project the CONSULTANT and/or Sub-Consultant(s) must be FDOT qualified (Rule Chapter 14-75) to perform the assigned work and/or services required of the project. As a minimum, the CONSULTANT and/or Sub-Consultant(s) must be qualified to perform the following types:

Major Work

- 3.1 Minor Highway Design

Minor Work

- 4.1.1 Miscellaneous Structures
- 7.1 Signing, Pavement Marking, and Channelization
- 7.2 Lighting
- 8.1 Control Surveying
- 8.2 Design, Right of Way, and Construction Surveying
- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Lab Testing

3. Specifications

The CONSULTANT shall use the current edition of the FDOT “Standard Specifications for Road and Bridge Construction”, and Supplements thereto, and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

The Consultant will provide a detailed Scope of Service, including project deliverables, and the time duration to complete the work. Due to the varied nature of the projects for which work is to be assigned, a description of the types of tasks generally associated with a design assignment follows below but may be modified as needed. The Scope of Work may be modified to include the applicable provisions of the latest version of FDOT’s Scope of Services for Consulting Engineering Services as appropriated.

The CONSULTANT is responsible to ensure that all plans and design specifications meet or exceed the minimum standards necessary to comply with the Americans with Disabilities Act (ADA) as amended.

The CONSULTANT is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format at the referenced standard specifications.

City and FDOT reserves the right to reject any special provision specification deemed inadequate for the project.

4. Oversight

The City designate Project Manager will be responsible for the issuance of the Notice to Proceed and for schedule coordination prior to work. City personnel will be responsible for ensuring that the successful proposer has adequate access to the installation sites.

5. Quality Control

The City shall oversee this contract to ensure all aspects within the scope of services are met and the highest level of service is provided to City residents.

6. Laws and Regulations

The Contractor agrees that, in the performance of work and services under this, the Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect.

7. Permits and Licenses

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this agreement all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. Any changes to the required licenses or permits shall be reported to the City within 10 days.

8. Contractor Assignment and Subcontracts

The successful proposer will be required to perform this work. No assignment of the contract will be allowed without written authorization from the City.

9. Contractor Personnel

Contractor personnel shall be courteous to all City residents at all times. The City shall have the right to have the contractor remove any employee found to show discourteous behavior to customers or City employees.

10. Point of Contact

All contact, correspondence or other activity concerning this contract or similar activity, with the City shall be initiated through the Contract Administrator. The Contractor shall not be permitted to contact residential customers via mailings or other means unless it involves a compliance issue within the City without prior approval of the Contract Administrator.

11. Records

a. All persons are advised that under Chapter 119, Florida Statutes all responses are deemed a public record and opened to public scrutiny as provided for in said statute.

b. Sealed bids or proposals received by an agency pursuant to invitations to bid or

requests for proposals are exempt until such time as the agency provides notice of a decision or intended decision to the award or within 30 days after the bids, proposals, or final replies, whichever is earlier.

c. If an agency rejects all bids, proposals or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. Florida State Statutes related to municipal bid exemptions shall always prevail.

d. Pursuant to Section 119.0701 of the Florida Statutes, Consultants acting on behalf of the City must comply with the public records laws, specifically: a) keep and maintain public records required by the City to perform the contracted services; 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 Chapter 119 of the Florida Statutes 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

e. Keep and maintain adequate records and documents applicable to the project at the contracted firm's expense for a minimum of five (5) years from date of final payment, unless the firm is notified in writing by the City of the need to extend the retention period. Books and accounts shall be open to investigation upon request.

12. Inspector General

Consultant shall cooperate and comply with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to FL § 20.55.

E. SCHEDULE

The City intends close coordination with FDOT and City Council at the 60%, 90%, and 100% design phases and will require the selected firm(s) to diligently prepare for meetings, clearly communicate at each meeting, and interactively work with City staff, FDOT and City Council on options and ideas throughout the design process. The City Council is comprised of extremely intelligent and experienced professionals who will ask highly educated questions. The City is seeking a design firm capable of enormous preparation for intense meetings. The design firm will be required to thoroughly address detailed questions with specific answers and referenced experiences.

The City expects substantial involvement by stakeholders, including but not limited to property owners along the corridor and interested neighborhood and businesses. Two public meetings and subsequent presentations to City Council are anticipated as part of the design process. These meetings and presentations will occur prior to the 60% and 100% design stages. The City is seeking a firm with experience in such communications, including providing notice and multiple opportunities for comment.

The City expects multiple reviews of plans, engineering cost estimates, vendor information, etc. This will occur at the 60%, 90% and 100% plan design stages. The project schedule must reflect time for City and FDOT staff to review and provide comment prior to submittal to City Council.

The City expects the selected firm to assist from design throughout the publicly advertised construction bidding process, including responding to requests for information and making a recommendation for a construction contractor.

The City expects the CONSULTANT's completion date within one (1) calendar year upon receipt of the Notice to Proceed (NTP).

PROJECT ADMINISTRATION

1. Notice to Proceed/Project Initiation
 - The Consultant will be issued a Notice to Proceed (NTP). Following the issuance of the NTP, the Consultant will prepare/schedule a kickoff meeting with respective stakeholders including FDOT.
2. Project Schedule
 - The Consultant will provide the City a comprehensive and clear project schedule identifying the timetable for execution and completion of the elements of the Scope of Work. Project Schedule shall not exceed one (1) calendar year from issuance of NTP.
3. Project Status Meetings/Updates
 - The Consultant and the City will agree upon a set frequency determined at the kickoff meeting.

Project Deliverables and Submission Documents

1. 60% Design Documents Submission (2 weeks City review and 5 weeks FDOT review)
 - A. Five (5) sets of prints submitted to the City and one (1) electronic
 - B. FDOT submittals can be made electronically
 - C. Preliminary estimate of probable construction cost
 - D. 60% signed checklist

2. 90% Design Documents Submission (2 weeks City Review and 4 weeks FDOT review)
 - A. Five (5) sets of prints submitted to the City and one (1) electronic
 - B. FDOT submittals can be made electronically
 - C. Specifications package
 - D. 90% signed checklist

3. 100% Design Documents Submission (2 weeks City Review and 4 weeks FDOT review)
 - A. Five (5) sets of prints submitted to the City and one (1) electronic
 - B. Fifteen (15) for FDOT and FDOT Plan submittal may be electronically submitted
 - C. One (1) engineer's cost estimate
 - D. One (1) set of bid forms
 - E. One (1) Design Documentation Reports
 - F. Contract Documents and Specifications
 - G. 100% signed checklist

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment on a monthly basis on the percentage of work completed.

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The CONSULTANT 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 CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as 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 CONSULTANT 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 sub-consultant 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 CONSULTANT'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 CONSULTANT shall provide, and shall cause each sub-consultant 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 CONSULTANT 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 sub-consultant 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 sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

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

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

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

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

The Certificate must state the bid number and title.

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

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **XX** company (“the CONSULTANT”), and hereby certifies to the following:

1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT’S files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, 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 CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, 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 CONSULTANT, 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 CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

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

Executed this _____ day of _____, 2019.

By: _____



City of Naples

OFFICE OF THE CITY MANAGER

PURCHASING DIVISION

TELEPHONE (239) 213-7100 • FACSIMILE (239) 213-7105
735 EIGHTH STREET SOUTH • NAPLES, FLORIDA 34102-6796
EMAIL: PURCHASING@NAPLES.GOV.COM

DECLARATION OF INTENT AWARD

Request for Qualifications Number: 19-019

Bid Title: Water Treatment Plant Accelerators Nos. 2 & 3 Improvements

Issued by: City of Naples, Florida

Date: 2/14/2019

Time: 11:30 A.M. Local Time

This is Formal Notice of the City's Intent to Award the above Project to:

**Hole Montes, Inc.
950 Encore Way
Naples, FL 34110
FEI/EIN Number: 59-1518838**

**Gerald "Jed" Secory, MBA /CPPO / CPM
Purchasing & Contracts Manager, City of Naples**

Pursuant to 7-2 Bid Protests of City Policy: The following procedures establish the City of Naples Bid Protest procurement policy.

In any case where a bidder or interested bidder wishes to protest either the results of or intended disposition of any bid, the bidder or interested bidder must:

- 1.** File a written notice to the Purchasing Manager, explaining in detail the nature of the protest and the grounds on which it is based. This notice must be received by the Purchasing Manager no later than 48 hours (two business days) after the City's Declaration of Intent to Award the Bid. At that time the bid process shall be suspended until the protest procedure, herein described, has been completed.
- 2. Protest Bond.** Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the City of Naples, in the amount not less than five percent (5%) of the lowest responsible bid, but not to exceed \$7,500.
- 3.** Upon timely receipt of the formal written protest, the City Purchasing Manager may take up to two (2) business days to attempt to resolve any protest. If mutually resolved at this level, the bid protest bond shall be returned in its entirety.
- 4.** If there is no mutual solution, the Purchasing Manager shall forward the formal written protest with any action taken to the City Attorney who shall act as the bid Protest Officer. The City Manager will also be copied on any formal bid protest. The City Attorney shall hand down a formal finding of fact and a written decision with regard to the validity or non-validity of the protest within twelve (12) business days of the City's receipt of the formal written protest.
- 5.** Within twenty-four (24) hours of the receipt of the formal findings of fact and written decision, the City shall notify the protesting bidder or protesting interested bidder of the decision of the bid protest officer. Such notification may be transmitted via facsimile machine with an acknowledged receipt by the bidder; by email with an email receipt required by the bidder or certified return receipt required mail.
- 6. Forfeit of Bond.** Should the protest be determined by the Protest Officer to be without merit or non-valid, the bond shall be forfeited to the City.