



REQUEST FOR QUALIFICATION

**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: 11/18/2022	TITLE Beach Restoration and Water Quality Improvements (Beach Outfalls) - Construction Manager at Risk (CMAR) – RFQ	SOLICITATION NUMBER: 23-001	OPENING DATE & TIME: 1/6/2023 2:00 PM
PRE-QUALIFICATION CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Qualification conference will be held Wednesday, November 30, 2022 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
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
FEI/EIN Number _____ DUNS Number _____			
Please initial by all that apply I acknowledge receipt/ review of the following addendum			
_____ Addendum #1	_____ Addendum #2	_____ Addendum #3	_____ Addendum #4
_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8

PLEASE NOTE THE FOLLOWING

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

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.
- 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. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.
- 13. 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.

- 14. 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."*

- 15. 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.

- 16. 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.

- 17. 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.)

- 18. 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.

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

- 19. 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.

- 20. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity".

31. 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.

32. 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

33. 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.

34. 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.

35. 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.

36. 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.

37. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

38. 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

39. 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.

40. 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.

41. 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.

- 42. 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.
- 43. 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.
- 44. CHANGE ORDERS:** The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2-667.(7)(a)(b)).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits
7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if

the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

- 45. AWARDED CONTRACT:** An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.
- 46. RATE ADJUSTMENTS:** Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 2. By unit prices specified in the Contract or subsequently agreed upon;
 3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 4. In such other manner as the parties may mutually agree; or
 5. In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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.

- 52. 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.
- 53. 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.
- 54. 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.
- 55. 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.
- 56. 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.
- 57. 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.
- 58. 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.

- 59. 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.
- 60. 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 seven-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.
- 61. 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.
- 62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** "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.
- 63. 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.
- 64. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081,

Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

Note: Proposer's References and Proposal Cost or Price will be deemed a public record, and if a claim of confidentiality is made, the City may deem the proposal non-responsive.

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are 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 or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, 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.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting 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 recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

- 65. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** City of Naples, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

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, pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.

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. Services to be rendered by the CONTRACTOR shall commence subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY. Final completion for the construction phase work shall be determined at the time of the GMP contract.

Final payment will be released upon the City's final acceptance and approval of all the deliverables specified in the Scope of Work 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. MINIMUM QUALIFICATION

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as "Active". Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as "Active" Report must contain a footer that contains the date the document was printed. Printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

D. REFERENCES

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify required experience will cause the Vendor to be deemed nonresponsive.

E. STATEMENT OF NO BID/PROPOSAL

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

F. PROPOSAL FORMAT

The contract, if awarded, will be awarded on the RFQ submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFQ

SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon six (6) value categories totaling up to 100 points. Upon review of the RFQ, the committee MAY schedule presentations. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

G. 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 12/27/2022

Direct all questions to:
Felix Gomez, CPPB, NIGP-CPP
Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
fgomez@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 eight (8) 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, title and contact information.	
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 (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet</u> , <u>Reference Questionnaire</u> , <u>Submission Checklist Sheet</u> , <u>signed IRS W-9 (OCT 2018)</u> , <u>Sunbiz Report</u> , <u>Acknowledgement of Business Type and Certificates of Insurance</u> , <u>Immigration Law Affidavit Certification</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: 1. The Proposal has been signed. 2. Proposal addressed the evaluation criteria. 3. Proposal prices offered have been reviewed. 4. The price extensions and totals have been checked. 5. 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: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102	
The mailing envelope must be sealed and marked with: Bid Number: 23-001 Title: Naples Beach Restoration and Water Quality Improvements (Beach Outfalls) - Construction Manager at Risk (CMAR) – RFQ Opening Date: 1/6/2023 Company Name: Contact information:	

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.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.**

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

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 negligent 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
RFQ No. 23-001
Beach Restoration and Water Quality Improvements (Beach Outfalls) -
Construction Manager at Risk (CMAR) - RFQ

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

Index

	Page
Cover Sheet	1
General Conditions	2
General Insurance Requirements	12
Statement of No Bid/Proposal	13
References	14
Special Conditions	16
Submission Checklist	18
IRS W-9 FORM	19
Acknowledgment of Business Type	25
Immigration Law Affidavit Certification	26
City of Naples Release and Affidavit Form	27
PROJECT HISTORY AND BACKGROUND	30
PURPOSE OF REQUEST	
PROJECT	
SCOPE OF SERVICES	
SCOPE OF WORK	
PRECONSTRUCTION PHASE	
CONSTRUCTION PHASE	
SCHEDULED COMPLETION DATE	
DESIGN DOCUMENTS	
TIME OF COMPLETION AND LIQUIDATED DAMAGES	
BOND CAPACITY	
PERFORMANCE AND PAYMENT BOND	
INSURANCE	
PAYMENT REQUESTS, INVOICES AND WORK REPORTS	
SELECTION PROCESS	
SUBMITTAL REQUIREMENTS REQUIRED	Required
TAB 1 - Title Page	
TAB 2 - Table of Contents	
TAB 3 - Transmittal Letter	
TAB 4 - Firm Composition, Qualifications and Background	
TAB 5 - Staff Qualifications	
TAB 6 - Project Organization Chart	
TAB 7 - Sub-Consultants	
TAB 8 - Insurance Capability	
TAB 9 - Approach to the scope of services	
TAB 10 - Variations/Exceptions	

TAB 11 - Litigation Statement
TAB 12 - Financial Information
TAB 13 - List of Professional References
TAB 14 - Firm's Representations
TAB 15 - City's Rights and Obligations
TAB 16 - Certified (MBE) Minority Business Enterprise Status

INCURRING COSTS

FIRM RANKING AND SELECTION

OTHER CONTRACT REQUIREMENTS

ATTACHMENTS UNDER SEPARATE COVER

ATTACHMENT A - ECE HDD Construction Plans SS-09-13-2022
ATTACHMENT B - NPS 90 PERCENT FULL SET-07-08-2022
ATTACHMENT C - 22-0425-Pump Station South-90%
ATTACHMENT D - Landscaping, Dewatering & Details-22 Sheets-OCR
ATTACHMENT E - Existing Conditions-33 Sheets-OCR
ATTACHMENT F - Landscaping, Dewatering & Details-22 Sheets-OCR
ATTACHMENT G - Offshore & Outfall Removal Plan-25 Sheets-OCR
ATTACHMENT H - Roadway Plans & Profiles-60 Sheets-OCR
ATTACHMENT I - Signing & Marking-39 Sheets-OCR
ATTACHMENT J - Stormwater Consolidation-41 Sheets-OCR
ATTACHMENT K - Civil & Mechanical-14 Sheets-04-2022-OCR
ATTACHMENT L - Electrical, Instrumentation & Controls-18 Sheets-OCR
ATTACHMENT M - Structural-10 Sheets-OCR
ATTACHMENT N - 12385-GULFSHORE WM-072121
ATTACHMENT O - NORTH PUMP STATION DUPLEX 280HP-SolutionSummary
ATTACHMENT P - SD500 SPEC SHEET 0197160SBY
ATTACHMENT Q - SD600 SPEC SHEET 0197220SBY
ATTACHMENT R - SD500 Open unit drawing
ATTACHMENT S - SD600 OPEN UNIT DRAWING 0K1501
ATTACHMENT T - SOUTH PUMP STATION TRIPLEX _MAX 2-140HP_SolutionSummary

City of Naples, FL

RFQ No. 23-001

Beach Restoration and Water Quality Improvements (Beach Outfalls) - Construction Manager at Risk (CMAR) – RFQ

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

PROJECT REQUIREMENTS AND SPECIFICATIONS

1. PROJECT HISTORY AND BACKGROUND

Currently, the City of Naples Drainage Basin II system collects stormwater and discharges through ten (10) beach outfalls located within the intertidal beach “swash” zone. These outfalls serve a drainage area of approximately 395 acres. The City has undertaken a proactive stormwater management program to implement projects and sustainable programs to improve water quality, flooding, and coastal resiliency. In 2007, the City updated its stormwater masterplan to establish numerous goals and objectives and identified over \$70-million in projects and programs aimed at managing stormwater as a resource, maximizing the treatment of water prior to discharge, and improving flooding.

There have been long-standing concerns from the State’s regulatory agencies, City officials and staff, environmental groups, property owners, residents, and visitors that the beach outfalls adversely impact beach erosion, lateral beach access, sea turtle nesting habitat, water quality, and beach aesthetics. In addition, the City has experienced significant flooding of Gulf Shore Boulevard and properties during high-frequency rainfall events.

In 2012, the City adopted Resolution No 12-13028 and amended their stormwater masterplan to require the removal of the City’s stormwater beach outfalls. These actions were taken in response to a Florida Department of Environmental Protection (FDEP) mandate to remove the outfalls as a condition of the County’s beach nourishment projects.

In 2013, an assessment was conducted to identify alternatives to reduce the impacts of the outfalls on the beach while maintaining the same level of service as compared to the existing conditions. These alternatives included the following:

1. Integration of beach outfalls with planned beach re-nourishment.
2. Integration of beach outfalls with Aquifer Storage and Recovery (ASR) system.
3. Consolidation of beach outfall pipes with discharge through two beach outfalls.
4. Redirection of beach outfall flows via pump station to the Bay.
5. Consolidation and extension of beach outfalls deeper and further into the Gulf of Mexico (subaqueous outfalls).

Based on a combination of design, permitting and environmental considerations, and in consideration of Sarasota County’s recent success in the treatment of water quality and reduction in flooding by consolidating, treating, and conveying stormwater discharge offshore through a pump station to an 18-inch offshore pipeline (Erickson,

2015), the City Council directed staff to pursue the subaqueous, Gulf outfall alternative.

From 2015 to 2019, staff began working with Erickson Consulting Engineers, Inc. to design a project to consolidate stormwater outfall pipes and discharge to a single deep ocean outfall via a pump station. In August of 2015, City Council approved an Agreement with Erickson Consulting Engineers, Inc. that collected data, performed modeling and preliminary design to the 30% level in fulfillment of their Agreement. On June 1, 2016, ECE presented the 30% Design Technical Report-May 2016 that detailed a consolidated stormwater management and treatment system that would discharge cleaned stormwater approximately 1,000 feet offshore in the Gulf of Mexico via two new stormwater pump stations. The benefits of this project include:

1. Reduction of beach erosion and potential cost savings in beach renourishment of \$3.2 million every 7-years.
2. Improving the quality of stormwater prior to discharge into the Gulf of Mexico.
3. Moving the mixing zone of stormwater drainage from the shoreline to 1,000 feet offshore and away from beachgoers.
4. Eliminate existing pipe beach obstructions for beachgoers and sea turtles.
5. Eliminating the tidal backflows from the Gulf to Gulf Shore Blvd North and significantly reducing street flooding.

Statewide, the Florida Department of Environmental Protection (FDEP) has identified several concerns associated with stormwater outfall pipes on beaches. These concerns include beach erosion, water quality, ecological habitat, and lateral access for beachgoers. Additionally, the Florida Department of Health and the Collier County Health Department continues to monitor beach water quality for bacteria that is typically associated with stormwater discharges and can cause gastrointestinal illness or worse. In 2018, advisories were issued for Naples beaches for high bacteria. Advisories had not been an issue for Naples beaches over the prior 20-year period. Improving the water quality of the discharge to the Gulf of Mexico has been one of the primary goals of this project from the very beginning. The design for this project integrates several water quality improvement techniques, including:

1. The replacement of Alligator Lake's overflow weir, which will allow the lake to store up to 3 million more gallons of stormwater in the lake. Stormwater lakes are considered to be one of the best treatment options for removing dissolved pollutants such as nitrogen and phosphorus, as well as suspended solids that cause turbidity.
2. 76-inlet filter baskets designed to collect nutrient laden debris such as grass, leaves, berries and trash within the drainage catch basins are included in the proposed project. These components do not impede stormwater from flowing.

3. Infiltration trenches/bio-swales are included in the project within two of the avenues and would capture stormwater runoff from the east and allow stormwater to filter and percolate through the permeable soils.
4. Pretreatment structures installed within the piping network are designed to trap additional sediment, debris, and grit prior to conveying further downstream.
5. At the site of the future pump station, a Nutrient Separating Baffle Box is designed to capture any remaining debris carried by the stormwater, including leaves, organic matter, trash, grit, sand, and other debris prior to delivery to the pumps.
6. Although not a permit requirement, the pump station will be designed to accommodate a future ultraviolet light treatment device designed to kill bacteria and viruses for a portion of the stormwater flow that passes through the pump station. The need for such a system will be dependent upon the results of water quality monitoring for bacteria after the pump station has been put into service. A City Council decision to integrate the UV treatment system will be made after staff presentation and a bid is received for construction.
7. Additional operating staff is being considered to maintain this new infrastructure without reducing the level of service in other areas of the City. Considerations include additional manpower to inspect and maintain/clean the various filtering devices, monitor and service the pumps as necessary, increasing the City Street Sweeping program in and around the project limits, provide additional inspection and maintenance of Alligator Lake, and more.

The sequencing of the project is made up of the north and south sections. City Council directed staff to begin with the south section first which includes the south pump station at 3rd Avenue North and an off-site generator at Alligator Lake. The associated trunk stormwater pipe system is designed along Gulf Shore Boulevard North between 6th Avenue North and 2nd Avenue North. This section includes the replacement of the existing 6" water main with a replacement 8" water main.

The original design of the north section of the Beach Outfall project included a stormwater pump station and emergency generator to be constructed on the southeast corner of Oleander and GSBN. The design included discharge piping to be constructed under GSBN along the north side of the Athens' property, within a 30-foot easement. The outfall structure would then be connected to the outfall pipes that extend 1,000 feet into the Gulf of Mexico. The large discharge piping and associated structures from the pump station along with the stormwater trunk main parallel to GSBN created conflicts with the design to replace the city owned water and sewer mains.

In October 2021, City Council directed staff to redesign the north pump station and stormwater trunk line to the south side of the Athens' property along 8th Avenue South beach end, west of GSBN. This design greatly reduced the number of conflicts with the proposed utility improvements and reduced the size of the stormwater trunk

lines. This design includes the placement of the generator on the Athens' property on the east side of GSBN inside of an enclosure also constructed by the Athens Group. The Athens Group has agreed to provide an easement for the off-site generator location and electrical feeds to/from the pump station, allowing city staff access to perform maintenance duties. The design of the new trunk main will allow ease of integration with the pump station once the contract is let.

On February 28, 2022, City Council awarded a construction contract to DBE Management, LLC to construct the outfall pipes for the South pump station located at the 3rd Avenue North beach end and Construction, Engineering & Inspection (CEI) Amendment to the agreement with Erickson Consulting Engineers. The construction will consist of installing two (2) 30" diameter fusible PVC pipes from the 3rd Avenue North beach access area into the Gulf of Mexico approximately 1,100 LF out into the Gulf by the horizontal directional drill method.

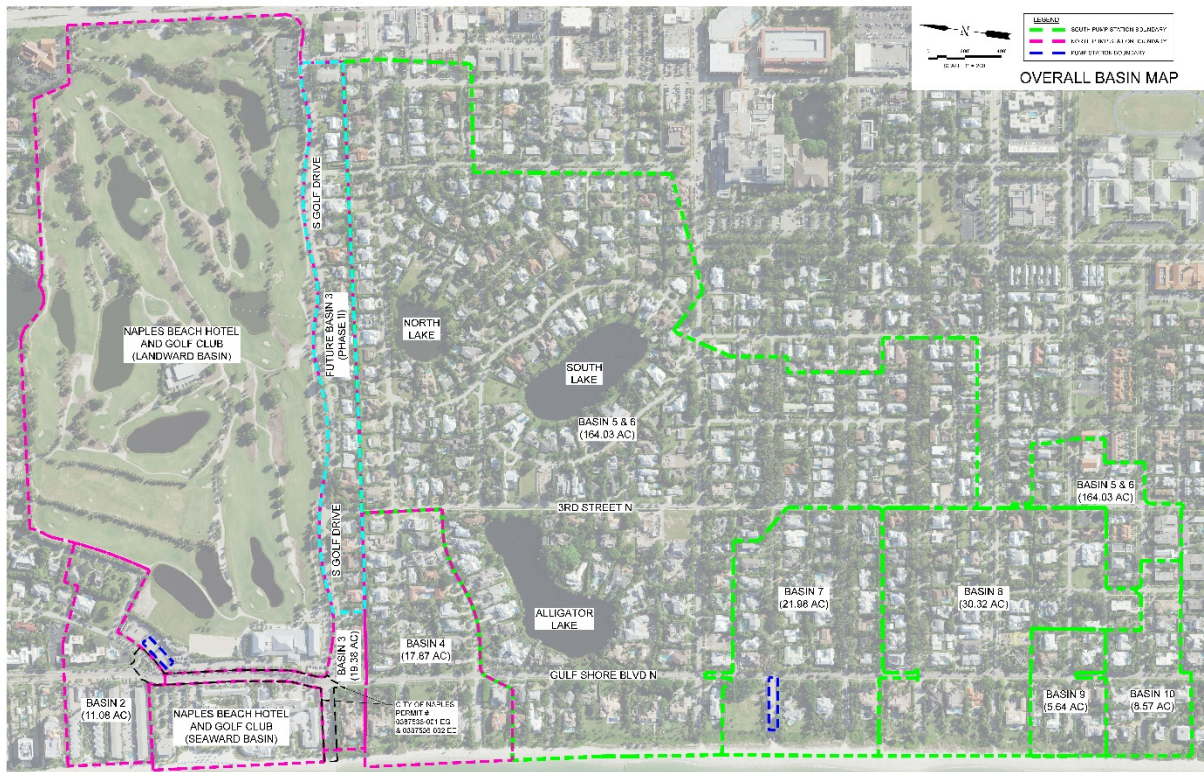
On September 13, 2022, Staff held a public meeting to update residents on the progress of the revisions to the 3rd Avenue North pump station. Since that meeting additional revisions have been made to reduce the visual impacts. Revisions include the relocation of the control panel and platform to the south side of the right of way and a further reduction of the pump station footprint of the that remains centered in the right of way. The feel is now more a median strip within the right of way.

2. PROJECT DESCRIPTION

Project Scope

The City of Naples Beach Restoration and Water Quality Improvement Project is comprised of the North Basin II and South Basin II projects (Figure 1). The South Basin II project consists of the removal and consolidation of six (6) existing stormwater discharge beach outfalls, conveyance of stormwater to a pump station, and discharge through two 36" parallel offshore discharge pipes (Permit No. 11-100825-P).

The North Basin II project will consist of the consolidation and removal of three existing stormwater discharge beach outfalls, improvements to existing infrastructure to convey pre-treated stormwater to a pump station located at 8th Ave N, and discharge through two 30" parallel offshore discharge pipes. The project area is located within the City of Naples in Collier County, Florida (see Figure). The project will occur within the Gulf Shore Boulevard (GSB) right-of-way (ROW) between 8th Ave North and approximately 275' north of the GSB and Oleander Drive intersection.



Project Area and Sub-Basins

Projects

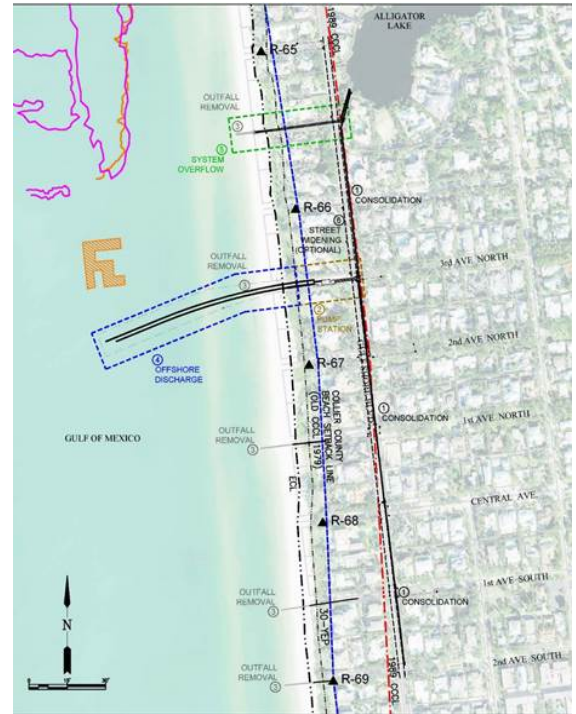
South Basin II: The existing 6 beach outfall pipes, PVC Pipes 18 inch to 30 inches in diameter, supported by timber structures extending into the Gulf of Mexico some 75+ ft will be removed after the storm sewer line and pump station are fully operational.

South Basin II Project Components consist of:

1. Installation of approximately 0.6miles of storm sewer pipe varying in size from 24 to 48 inch along east ROW of Gulf Shore Boulevard.
2. Improvements to approximately 0.8 miles of roadway include raising the roadway and a new drainage collection system between 2nd Avenue South and South Golf Drive and side roads and alley intersections.
3. Installation of a 900 ft FPVC or equivalent 36 inch pipe from Alligator Lake to the pump station including a pinch valve (36 inch) and vault inline.
4. Gulf of Mexico Overflow system from Alligator Lake including a new weir and vault structure. 48 inch HDPE overflow gravity flow will replace the dual 30 inch PVC pipes and buried in the beach, within an existing City of Naples stormwater easement.
5. Constructing a subgrade Pump station with three 135 hp, 3 phase variable speed

pumps, a screening chamber and electrical control panels (VFD's, A/C, controls, SCADA)

6. Install a backup power generator a back-up power generator on standby hat will provide power to the station loads in the event that normal power (utility power) is lost. The generator will be sized at 500 kW/ 625 kVA at 480 volts, 3 phase, 60 Hz. The unit shall be equivalent to Generac SD500 Series, enclosed by a manufacturer furnished weather resistant, sound attenuated aluminum enclosure housing. On site diesel fuel shall be part of the assembly with a sub-base fuel tank.
7. Install water quality pre-treatment structures within catch-basins (54), an aluminum screening grate at Alligator Lake and a Hydro centrifugal separator (18 inch) at 3rd Street and 3rd Avenue North.
8. Install a 0.25 mile storm sewer varying from 24 to 36 inches along 3rd Street North from 200 ft north of Central Avenue to modified headwall at Alligator Lake.
9. Mill and resurface 3 beach access sites and 1st Avenue North, 2nd Avenue North and 3rd Avenue north including new storm drains and connection to the storm sewer line.
10. Two offshore discharge lines (30" nominal FPVC) to be installed by Horizontal Directional Drill (HDD) approximately 1,100 ft each into the Gulf of Mexico (constructed by others).
11. Install two 50 ft sections of FPVC mounted to helix anchors and connected to a mechanical joint that connects to the emergent two HDD lines.



North Basin II: The existing beach outfalls are generally characterized as large PVC pipes (>18 inches in diameter) supported by timber structures and extend into the Gulf of Mexico will be removed after the storm sewer and pump station are fully operational.

Project Components consist of

1. Stormwater consolidation with pretreatment and filtration through installation of approximately 1400 ft of storm sewer pipe varying in size from 30 to 54 inch along the east ROW of Gulf Shore Boulevard between Oleander Boulevard and South Golf Drive.

2. Constructing a subgrade Pump station with three 240 hp, 3 phase variable speed pumps, a screening chamber and electrical control panels (VFD's, A/C, controls, SCADA).
3. Install a backup power generator back-up power generator on standby hat will provide power to the station loads in the event that normal power (utility power) is lost. The generator will be sized at 600 kW/ 750 kVA at 480 volts, 3 phase, 60 Hz. Unit shall be equivalent to Generac SD600 Series. A manufacturer furnished weather resistant, sound attenuated aluminum enclosure and a sub-base fuel tank with a capacity of 3,000 gallons approximately 150 ft east of the Pump Station.
4. Install water quality pre-treatment structures within 24 inlet catch-basins.
5. Two offshore discharge lines (30" nominal FPVC) to be installed by Horizontal Directional Drill (HDD) approximately 1,500 ft each into the Gulf of Mexico.
6. Install two 50 ft sections of FPVC mounted to helix anchors and connected by a mechanical joint to the emergent two HDD lines.



Project Components Overview: North Basin II

Pump Station & Backup Generator

The pump station consists of a screening chamber, wet well, vault, submersible axial flow pumps, pump station controls and electrical system located at the pump station site (8th Ave N), and backup generator located offsite, on the Naples Beach Club property.

North Pump Station Offshore Discharge (HDD)

From the pump station, stormwater is discharged offshore through two (2) 30" pipelines directionally drilled landward of the dune to the - 16 FT depth contour, the layout of the offshore HDD discharge lines and diffuser system are located in the Gulf of Mexico offshore from the pump station location.

3. PURPOSE OF REQUEST

In accordance with Florida Statutes, Chapter 287, Section 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Naples is soliciting interested firms to submit qualifications and proposals through this Construction Manager at Risk (CMAR) Request For Proposals (RFQ). The City of Naples seeks firms to submit qualifications and proposals for a Construction Manager at Risk (CMAR) for the construction of the Beach Outfall Project.

4. PRECONSTRUCTION PHASE

The Construction Manager (CMAR) shall function as an agent of the City, shall be paid a fixed fee for services performed and shall be an integral part of the design team. The CM shall attend all design team meetings and review construction drawings and specifications. Preconstruction services shall include developing and updating a master construction phase bar chart schedule incorporating estimated construction phase time; constructability review to identify defects, omissions, and recommendations for alternatives; value engineering for all phases of the project; prepare design development estimate and the development of a Guaranteed Maximum Price (GMP) for the construction of this project. The method of cost estimating shall be the Quality Survey Method. It is understood that the development of the GMP will not occur until the Preconstruction Phase of the work has been completed. The Construction Manager shall provide written constructability analyses of the Project, including items to be addressed with the City Consultants such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing, and another construction phase related activities. Additional services the CM must provide include but is not necessarily limited to during this phase:

- Become a member of the design team, providing input regarding costs, constructability, durability of materials, and long-range maintenance needs;
- Schedule management, control, and analysis;
- Constructability review of design documents;

- Provide value engineering analysis;
- Coordinate with affected utility owners;
- Provide pre-construction services which include, but are not limited to defining value engineering opportunities to minimize project costs and work with City staff and design consultant in the design phase;
- Competitively bid the project to qualified sub-contractors, according to the policies and procedures outlined in the City's CM At-Risk regulations and develop a guaranteed maximum price (GMP);
- Serve as a Lead Member of the project team and coordinate project meetings;
- Provide required records and documentation for the City.

5. CONSTRUCTION PHASE

The CMAR shall cease to be an agent of the City and shall become the single point of responsibility for the performance of the construction contract for the City. The CMAR shall function in the role as the general contractor providing all necessary services including but not limited to the following:

1. Provide Complete Construction Management Services;
2. Provide on-site construction supervision and administration services;
3. Provide additional construction services as necessary;
4. Manage the construction of the improvements that constitute the Project;
5. Serve as a Lead Member of the project team and coordinate project meetings;
6. Provide required records and documentation for the City
7. Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment;
8. Recommend contracting strategies for the project;
9. Competitively bid subcontract work and share the results with the City and its consultants, manage the bidding process with oversight by the City for all the construction work, enter into subcontracts and administer such subcontracts with the understanding that the City has the right to review and reject any subcontractor;
10. Prepare shop drawings, RFI's and other documents necessary to accomplish the work;
11. Manage the construction site and provide for the administration and supervision of the project;

12. Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule;
13. Develop a system for cost control;
14. Develop and manage the pay application and change order process, including coordination with the design staff and City personnel;
15. Provide the means and methods of construction;
16. Provide jobsite safety and security;
17. Provide continuous monitoring and inspection of work to determine progress and conformance with design documents documenting same;
18. Schedule and coordinate all required inspections with appropriate disciplines including the City Inspectors;
19. Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence;
20. Guarantee the quality of construction;
21. Perform or cause to be performed, all required remedial work identified through the inspection process and at direction of the City's appointed project manager;
22. Participate in meetings on the project with the City and design staff or public individuals or groups as may be directed by the City's project manager;
23. Develop plan, coordinate, and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction;
24. Provide project close out coordination;
25. Provide Certificate of Completion and all documents of record to City staff and/or consultants for archiving;
26. Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity;
27. Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the City and/or City designees for archiving.
28. Installation of approximately 0.6 miles of storm sewer pipe.

29. Improvements (raising road) to approximately 0.9 miles of roadway with drainage system.
30. Installation of approximately 0.35 miles of storm sewer pipe and roadway resurfacing.
31. Construction of a 95 CFS pump station, screening chamber and electrical controls.
32. Construction of an offsite backup generator.
33. Installation of an overflow and bypass system.
34. Install a new Watermain System along Gulf Shore Blvd. between 2nd Ave South and South Golf Drive.

6. SCHEDULED COMPLETION DATE

The scheduled completion date will be determined at time of GMP contract. The selected Construction Manager is expected to work with any other contractors working within the vicinity. The Construction Manager shall work around City observed holidays. Schedules shall be provided indicating the start/completion dates of the overall construction project.

7. DESIGN DOCUMENTS

The conceptual/design documents are currently being prepared by Erickson Consulting Engineers and Agnoli, Barber & Brundage, Inc., and will be provided when available.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The construction work to be performed under this project shall commence on the date of Notice to Proceed with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed by the specified date, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty:

1. Substantial Completion: Construction Manager shall pay Owner \$1,000 for each calendar day that expires after the Contract Time (as duly adjusted pursuant to the Contract) for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Construction Manager shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Construction Manager shall pay Owner \$1,000 for each calendar day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

9. BOND CAPACITY

Attach a letter from a surety company indicating the Firm's bond capacity for the Project. The surety shall acknowledge that the Firm may be bonded for each phase of the Project, which is based on current construction cost estimates of \$36,000,000. The surety company must be licensed to do business in the State of Florida, must have a Best Rating of "A", and a required financial size of "Class IX".

10. PERFORMANCE AND PAYMENT BOND

Within ten (10) business days of the award of the Guaranteed Maximum Price by the City, the Construction Manager shall furnish a Performance and Payment Bond consisting of:

1. Performance Bond in the form specified by the Owner;
2. Labor and Materials Payment Bond in the form specified by the Owner.

Bond Requirement: The Construction Manager shall furnish bonds in the amount of 100% of the contract amount and shall maintain throughout the duration of the Project until one (1) year after Final Completion and acceptance of the Work as provided in Florida Statutes 255.05 et seq, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured by the Construction Manager from a surety company licensed in the State of Florida with a best rating of A Class V or higher according to the most recent edition of the rating guide published by A.M. Best Company.

The successful Construction Manager shall be required to provide Surety Bonds in the amount of 100% of the Contract amount. The required premiums shall be paid for by the successful Contractor and shall be included in the Guaranteed Maximum Price. In addition to the above minimum qualifications, the Surety Company must meet at least one of the following additional qualifications specified.

The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further the surety company shall provide the Owner with evidence satisfactory to the Owner, that such excess risk has been protected in an acceptable manner.

Time of Delivery and Form of Bonds: The Construction Manager shall deliver the required bonds to the Owner within ten (10) business days, after the award of the Guaranteed Maximum Price by the City of Naples.

The Performance Bond and Labor and Materials Payment Bond shall be written in the amount of the Guaranteed Maximum Price and shall continue in effect for one (1) year after completion and acceptance of the Work. The Bonds shall be dated on or before the Notice to Proceed Date.

The Construction Manager shall require the Attorney-In-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the Power of Attorney.

Pursuant to the requirements of Chapter 255.05 (1)(s), Florida Statutes, Construction Manager shall ensure that the Bond or Bonds referenced above shall be recorded in the public records of Collier County. Proof of recordation must be submitted to the City prior to the issuance of a purchase order. One (1) set of originals is required.

11. INSURANCE

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

- PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$3,000,000 per claim to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.
- UMBRELLA LIABILITY with limits not less than \$5,000,000 per occurrence and in the aggregate.

12. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Be in the form of an "Invoice" on company letterhead;
2. Have a AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. (Prior to using any AIA Contract Document, vendor should consult www.aia.org or a local AIA component to verify the most recent edition.
3. Be accompanied by a properly executed "Contractor's Affidavit and Certificate of Completion".
4. Cite the purchase order number and the bid number;
5. Be submitted to the City Representative/Architect/Engineer of Record in detail sufficient for a proper preaudit and post audit thereof;
6. Clearly identify the services, portion of services, and expenses for which compensation is sought; and,
7. Be accompanied with applicable "Waivers of Lien".
8. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

13. SELECTION PROCESS

1. SOLICITATION 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 RFQ	Week of November 14, 2022
RFQ Due Date	January 6, 2023
Evaluation Committee Meeting	Week of January 23, 2023
Presentation if needed	Week of January 30, 2023
Council Meeting	Week of March 1, 2023

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
Experience of Firm / Past Performance <ul style="list-style-type: none"> - Company Credentials, including experience - Current Projects - Schedule/Budget Compliance - Client references - Completed municipal facility projects 	30

<ul style="list-style-type: none"> - Experience in the construction of pump stations, generators, overflow and bypass systems, road improvements, storm sewer pipe, and waterline replacement installation and construction or similar work 	
Experience/Ability of Personnel <ul style="list-style-type: none"> - Organizational Chart - Management's Credentials, including experience - Project Personnel Credentials, including experience 	25
Scope of Work, Workload and Scheduling <ul style="list-style-type: none"> - Over-all workload of the company. - Project scheduling ability/timely completion of work - Schedule will accommodate this project. - Applicability of the services offered - Technical soundness of the proposal - Meeting the City's operational requirements - Approach to project and understanding of the City's needs 	20
Financial Information <ul style="list-style-type: none"> - Annual Report submitted and determined adequate by City - Financial resources and capabilities - Financial Statement certified by a CPA 	15
Other <ul style="list-style-type: none"> - Overall completeness, clarity and quality of proposal - Disputes, litigation and Resolutions - Experience with local conditions - Bonding and Insurance 	5
Minority Business Enterprise	5
MAX POINTS	100

5. SUBMITTAL REQUIREMENTS:

1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

2. PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.

3. Proposals must be bound with plastic comb binding (no 3-ring binders).

4. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and eight (8) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified firms interested in providing Beach Restoration and Water Quality Improvements (Beach Outfalls) - Construction Manager at Risk (CMAR) 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 - Title Page

This section should minimally show the "Request for Qualifications" project title, project number, the name of the Applicant Firm, address, telephone number, name of contact person and date. The Title Page should also include a complete listing of all companies, if any, that form the Applicant Firm team and their principals.

TAB 2 - Table of Contents

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

TAB 3 - Transmittal Letter

Transmittal and introduction letter should be included introducing the Company with the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable.

This letter will summarize in a brief and concise manner that the Proposer understands the scope of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for one-hundred

and eighty (180) days and a statement acknowledging receipt of each addendum issued by the City, if any. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

TAB 4 - Firm Composition, Qualifications and Background

This section should include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. If the Applicant Firm is a joint venture, the required information shall be submitted for each member of the joint venture firm. Details of the organizational structure of the joint venture shall be given. Include a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department and the location of the office from which this work will be performed.

The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements. The Applicant Firm should provide examples of projects similar to those stated in the scope of work or recreational parks and/or recreational buildings projects completed by the firm on behalf of municipal clients. The firm should include the number of similar type work projects completed over the last seven (7) years.

List all completed and active projects that Vendor has managed within the past seven years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

Provide a list of at least five (5) client references for which the Proposer firm provides similar services to those outlined in this request for qualifications.

1. Name and address of client.
2. The nature of the firm's contract.
3. The owner's representative's name, addresses, and phone number.
4. Date contract started and ended.
5. Scope or nature of contract
6. Present status of the contract.

TAB 5 - Staff Qualifications

This section should present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. The staff qualifications of management, technical and support staff, should highlight their experience in pump station, generator, overflow and bypass systems, road improvements, storm sewer pipe, and waterline replacement installation

and construction or similar work both in the public and private sectors. It is the intent of the City to insist that those indicated as the Project Team in this RFQ response actually execute the project. Proposer Firm hereby acknowledges that its key assigned employees, along with subcontractors and their key employees included in the RFQ, will be used as part of the basis for selecting Proposer Firm teams. Therefore, changes to Proposer Firms, including any subconsultants and key employees, will not be allowed except as approved by the City.

Include a brief resume of key persons to be assigned to the project including, but not limited to:

1. Name and title.
2. Percentage of time to be assigned full-time to this project.
3. Number of years with this firm.
4. Number of years with other firms.
5. Experience detailing types of projects and what was the specific project involvement.
6. Education.
7. Active registration.
8. Other experience and qualifications that is relevant to this project.
9. Please indicate which individuals will attend the proposed interview, if an interview is requested.

TAB 6 - Project Organization Chart

A Project organization chart with the sub-consultants and individuals assigned to key project positions identified by name. Show the organization chart as it relates to this project indicating key personnel and their relationship. Attach evidence of licenses and certifications to perform the required services.

1. Provide a Team organization chart and identify on the organization chart where the project will be managed from (office locations) and where the various work components will be done (office locations) in proximity to City of Naples (735 8th Street South, Naples FL, 34102).
2. Demonstrate experience in community engagement and presenting reports and information to elected officials.

TAB 7 - Sub-Consultants

1. Provide names and experience of all sub-consultants to be used by the firm in relation to this project.
2. Should sub-consultant(s) be listed as part of the project team, the proposer must provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team.

3. Experience detailing types of projects and what was the specific project involvement.

TAB 8 - Insurance Capability

Provide a statement from the firm's insurance agency confirming the total insurance capability of the firm.

TAB 9 - Approach to the scope of services

The firm should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of service for the project.

1. Demonstrate understanding of the project opportunities and challenges.
2. Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the CITY how they propose to approach the project and assemble the resources to meet each major element of the project.
3. Identify the potential project challenges and how you would recommend that each be addressed.
4. Provide your firm's approach to achieving the project's scope of work.
5. Identify any issue that the City might have omitted in its understanding of this project.

TAB 10 - Variations/Exceptions

Provide a list of services that are not included in the firm's proposal to the required services as outlined in the Scope of Services, along with any exceptions or variations to any section of the proposal and explanation.

TAB 11 - Litigation Statement

A statement that no litigation or regulatory action has been filed against your firm (s) in the last three (3) years shall be included in the proposal. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last five years.

TAB 12 - Financial Information

The City requires an indication of the resources and the necessary working capital available and how it will relate to the Applicant Firm's financial stability through the completion of the project, including bonding capacity for single project and aggregate if applicable. Include 3 years of audited or reviewed financial statements, prepared by a C.P.A., including Contractor's latest balance sheet and income statement showing the following items:

1. Current assets, i.e., cash, joint venture account, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.
2. Net fixed assets.
3. Other assets.
4. Current liabilities, i.e., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes.
5. Other liabilities, i.e., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings.
6. Name of firm preparing financial statement and date thereof.
7. A Dun and Bradstreet report with agreement to pay for additional reports may be required by the City if the Proposer is selected as a finalist.

TAB 13 - List of Professional References

Provide three (3) client references for projects that are of a similar nature to this solicitation. Send the attached reference questionnaire to the client who will submit the completed form directly to the City.

TAB 14 - Firm's Representations

In submitting a Statement, each Firm understands, certifies, represents, and acknowledges the following (if the Firm cannot so certify to any of following, the Firm shall include in Statement Section 15 a written explanation of why it cannot do so, signed by a Firm officer). The Firm is not currently under suspension or debarment by the State of Florida or any other governmental authority.

1. To the best of the knowledge of the person signing the Statement, the Firm, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
2. The Firm currently has no delinquent obligations to the City, including a claim by the City for liquidated damages under any other contract.
3. The Statement is submitted is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary or other noncompetitive response.
4. The Firm has fully informed the City in writing of all convictions of the Firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the Firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or

material misrepresentation with respect to a public contract. This includes disclosure of the names of current Firm employees who were convicted of contract crimes while in the employ of another company.

5. Neither the Firm nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of public funds:
 - a. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - b. Has within a three-year period preceding this certification had one or more federal state, or local government contracts terminated for cause or default.
6. The Firm has read and understands the Contract terms and conditions, and will in good faith and expeditiously negotiate a final Contract substantially in that form.
7. No elected/appointed official or employee of the City, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the services offered by the Firm (financial interest includes ownership of more than five percent of the total assets or
8. capital stock or being an officer, director, manager, partner, proprietor, or agent of the Firm or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total anticipated Contract amount).
9. No other relative, other than those already specified, of an elected /appointed official or employee of the City, has a financial interest, as defined above, in providing the services offered by the Firm.
10. The Firm has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Statement, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Statement or with any RFQ requirements.

11. The Firm shall indemnify, defend, and hold harmless the City and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Firm's preparation of its Statement.

All information provided by, and representations made by, the Firm are material and important and will be relied upon by the City in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the City of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

TAB 15 - City's Rights and Obligations

The City will comply with section 287.055, Florida Statutes, and the City Procurement Code, and have the following rights and obligations with respect to the selection process:

1. All materials submitted will become the property of the City. Submittals are part of the public record and no Statement material will be returned.
2. The City may use Statements for purposes in the furtherance of the goals and objectives of the Project.
3. The City may record all submittals and/or presentations for archival or promotional purposes.
4. The City may suspend or discontinue the selection process at any time and reject any or all Statements without obligation to any Firm.
5. The award of the Contract is subject to availability of funds and the City may suspend, discontinue, or cancel the selection process or the Project at any time
6. The City may waive any informality or irregularity in any Statements received and accept the Statement if, in its judgment, it is in the best interest of the City.

TAB 16 - Certified (MBE) Minority Business Enterprise Status

1. Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise.
2. The Certified (MBE) Minority Business Enterprise Status needs to be for the firm submitting their qualifications.

14. 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.

15. 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 Beach Restoration and Water Quality Improvements (Beach Outfalls) - Construction Manager at Risk (CMAR) 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.

OTHER CONTRACT REQUIREMENTS

1. SCHEDULED CONTROL SUBSYSTEM

1. Master Project Schedule – Upon award of the Contract for GMP, the **Construction Manager, shall submit a master project schedule utilizing the Primavera Bar Chart Format (PBC) or equivalent**, and covering the planning and design completion approvals, construction and City acceptance of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be updated monthly throughout the project.
2. Within fourteen (14) days after the date of the City's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the City's Project Manager for initial approval a CPM construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur as necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion respectively) of each activity. Initial Approval for the purposes of this provision and any other provisions related to the Construction Manager's responsibility to prepare and submit schedules shall be limited to a determination that the activities, duration and logic are reasonable.

Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in material default and certify to the City that sufficient cause exists to terminate the contract or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the City in quadruplicate. Failure of the Construction Manager to update, revise and

submit the construction schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in material default and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the City is submitted.

3. The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:
 1. Pre-proposal Schedules (Subnetworks): The Construction Manager shall prepare a construction schedule for work encompassed in each proposal package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the proposal package as a framework for contract completion by the successful proposer. It shall show the interrelationships between the work of the successful proposer and that of other Sub Contractors, and shall establish milestones keyed to the overall master schedule.
 2. Sub-Contractors Schedules (Subnetworks): Upon the award of each sub-contract, the Construction Manager shall jointly with the Sub-Contractor, develop a schedule which is more detailed than the pre-proposed schedule included in the specifications, taking into account the work schedule of the other Sub-Contractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Sub-Contractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
 3. Submittal Review Schedule: The Construction Manager shall indicate appropriate dates by which the Project Manager and/or Architect/Engineer must notify the Construction Manager of the outcome of the review and any submittals in order to avoid an extension of the Contract Time, the failure of which will allow at least ten (10) days from receipt to respond to any submittal by Construction Manager.

2. COST CONTROL SUBSYSTEM

The operation of this subsystem shall provide sufficient timely date and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment and systems and the construction site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the maximum total project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

1. Costs at Completion of less than 50% Construction Documents Phase For Each Item Or Proposal Package – Construction Manager as part of its bid has furnished or shall furnish its best costs for labor, materials and services required to complete scope of work pursuant to the existing design (with and without value-engineering) and the completed design.
2. Costs at Completion of 100% Construction Documents Phase For Each Item or Proposal Package.
3. Guaranteed Maximum Price Costs – When the Construction Documents are sufficiently complete to establish the scope of work for the project or any portion thereof, Construction Manager shall prepare and submit a cost on the basis of an overall quantitative labor and material take-off.

3. PROJECT ACCOUNTING SUBSYSTEM

The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the project, cash flow, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by roadway block or link, structure and site elements.

1. Costs Status Report presenting the budget, estimate and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
2. A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative) the retainage, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
3. A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

4. A Cash Flow Diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
5. A Job Ledger shall be maintained as necessary to supplement the operation of the project accounting subsystem. The job ledger will be used to provide construction costs accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

4. PROJECT MANUAL

1. Upon award of contract, the Construction Manager shall develop a draft Comprehensive Project Manual describing the services set forth in this Contract. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project organization including identification of key personnel, responsibilities of Construction Manager, City Project Manager and Architect; work flow diagrams; and strategy for obtaining proposals for the work. The Project Manual shall be updated as necessary throughout the design, construction and City acceptance. Five (5) copies one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set in an unlocked PDF format of the Project Manual and any updates shall be submitted to the City and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City and the Architect/Engineer.

2. Contents of Project Manual

The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

1. Project Definition: The known characteristics of the project or subprojects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
2. Project Goals: The schedule, budget, physical, technical and other objectives for the project shall be defined.
3. Project Strategy: A narrative description of the project delivery methods shall be utilized to accomplish the goals.
4. Project Work Plan: A matrix display of the program of work to be performed by the Construction Manager, the Architect/Engineer and the City during each phase of the Project.

5. Project Organization: A summary organization chart showing the interrelationships between the City, the Construction Manager and the Architect, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect, and City showing organizational elements participating in the project shall be included.
6. Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the City, the Architect/Engineer and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.
7. Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.
8. Written Procedures: The Construction Manager will provide written procedures for Communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

5. DESIGN REVIEW AND RECOMMENDATIONS

1. Review and Recommendations for Value Engineering: Immediately after award of the Preconstruction Phase contract, the Construction Manager shall familiarize himself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall participate in the development of remaining design from existing drawings furnished by the City to Completed Drawings. The Construction Manager shall make recommendations with respect to value engineering of systems and materials, and will furnish cost reducing alternatives to assist the Architect, and City in evaluating alternative comparisons versus long term cost effects. The evaluation shall provide for any reasonable steps to allow for expedition of construction and early completion of the project. Pertinent information shall be provided as to the availability of materials and labor that will be required. The Construction Manager shall submit to the City, Permitting Authority and Architect such comments as may be appropriate concerning construction feasibility and practicality. Any apparent defects in the design, drawings and

specifications or other documents shall be called to the Project Manager and the Architect's attention. The Construction Manager shall prepare an estimate of the construction cost with value-engineering alternates utilizing the unit quantity survey method and making appropriate disclosure for items which may increase construction time but result in lower construction costs.

2. **Review Reports and Warranty:** Within ten (10) days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed on factors set out herein. Promptly after completion of the review, he shall submit to the Project Manager, with copies to the Architect, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under the Design Review and Recommendations.
3. **Long Lead Procurements:** The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the Sub-Contractors, the Project Manager and the Architect of the required procurement and schedule. Such information shall be included in the Proposal documents and made a part of all affected sub-contracts. As soon as the drawings are sufficiently complete for purposes of establishing the GMP, the Construction Manager shall prepare invitations for Proposals. The Construction Manager shall keep himself informed of the progress of the respective Sub-Contractors or suppliers, manufacturing or fabricating such items and advise City Project Manager and Architect of any problems or prospective delay in delivery.
4. **Phased Construction Planning:** The Construction Manager shall review the design with the Architect and make the recommendations to the City and to the Architect with respect to dividing the work in such manner as will permit the Construction Manager to take proposals and award separate construction sub-contracts on the current schedule while the design is being completed.
5. **Job-Site Facilities:** The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the City's representatives and the Architect to perform their respective duties in the management, inspection and supervision of construction.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the project if the City determines in its sole discretion

that any equipment has not been properly cared for by the Construction Manager or that such acquisition would not otherwise be in the best interest of the City.

6. Weather Protection: The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature as to the contract or contracts in which they should be included.

6. MARKET ANALYSIS AND STIMULATION OF PROPOSER INTEREST

The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project.

7. PROJECT REQUIREMENTS:

1. The Construction Manager shall provide for each of the following activities as part of his Construction Phase fee:
 1. Maintain a log of daily activities, including manpower records, weather delays, major decisions, etc.
 2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
 3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 4. Provide labor relations management for a harmonious, productive project.
 5. Provide a safety program for the project to meet OSHA requirements. Monitor for Sub-Contractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
 6. Provide a safety meeting with construction manager staff, subcontractor(s) staff, consultants and sub consultants and Project Manager prior to starting work on existing site.
2. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
2. The printing and distribution of all required proposal documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

8. PROJECT ADMINISTRATION

The Construction Manager shall provide as part of his Construction Phase fee, administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

1. Job Meetings: Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each Sub-Contractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements.

In addition, regular project status meetings will be held between the Architect/Engineer, City and Construction Manager either biweekly or monthly, whichever is designated by the Project Manager.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

2. Shop Drawing Submittals/ Approvals: Provide staff to check shop drawings and to implement procedure for submittal and transmittal to the Architect of such drawings for action, and closely monitor their submittal and approval process.
3. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, to the affected Sub-Contractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Sub-Contractors and shall maintain a suspense control system to promote

timely response. He shall advise the Project Manager and Architect when timely response is not occurring on any of the above.

4. Payments to Sub-Contractors: Develop and implement a procedure for review, processing and payment of applications by Sub-Contractors for progress and final payments.
5. Document Interpretation: Refer all questions for interpretation of the documents prepared by the Architect to the Architect and Project Manager.
6. Reports and Project Site Documents: Record the progress of the project. Submit written progress reports to the City and the Architect/Engineer including information on the Sub-Contractors work, and the percentage of completion. Keep a daily log available to the City, the Architect/Engineer and the Permitting Authority inspectors.
7. Sub-Contractor Progress: Prepare periodic punch lists for Sub-Contractors work including unsatisfactory or incomplete items and schedules for their completion.
8. Substantial Completion: Ascertain when the work or designated portions thereof are ready for substantial completion inspection. From the list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the City's review. If the Construction Manager wishes the Architect/Engineer and City to conduct a pre-substantial completion inspection in conjunction with his own forces, the Architect/Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule. The Project Manager will issue a certificate of substantial completion when the work on his pre-substantial punch list has been accomplished.
9. Final Completion: Monitor the Sub-Contractor's performance on the completion of the project and provide notice to the City and Architect/Engineer that the work is ready for final inspection. Secure and transmit to the City, through the Architect/Engineer, all required guarantees, affidavits releases, bonds and waivers, manuals, record drawings, and maintenance books, including the Final Completion form.
10. Start Up: With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade Sub-Contractors.
11. Record Drawings:

1. During the process of the work, the Construction Manager shall require all Contractors to record on their field sets of drawings the exact locations, as installed, of all conduits, pipes, and facilities, whether concealed or exposed.
2. As-Built Drawings shall be required. Upon completion of the work, this data shall be recorded to scale utilizing the computer-aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the Construction Manager by the Architect/Engineer, but cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the Sub-Contractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.
3. The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground piping and conduits, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the design of this project. The disks shall be submitted to the Project Manager and Engineer when completed, together with two sets of blue-line prints for certification, at the time of final completion.