

**PROFESSIONAL SERVICES CONSULTANT'S AGREEMENT**

*Resolution*  
~~Clerk's Contract Tracking~~ No. 2023-15074

**RFP No. 23-009 Naples Pier Design**

**THIS INDEPENDENT CONSULTANT'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this **19th day of April 2023** by and between the **CITY OF NAPLES**, ("CITY") located at 735 8<sup>th</sup> Street South; Naples, Florida 34102, and **TURRELL, HALL & ASSOCIATES, INC.**, a Florida Corporation authorized to do business in the State of Florida ("CONSULTANT").

**WITNESSETH**

**WHEREAS**, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONSULTANT is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

**WHEREAS**, CONSULTANT is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONSULTANT operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANTS and SUBCONSULTANTS; and

**WHEREAS**, CONSULTANT was the successful proposer for an advertised Request for Proposal identified as **RFP 23-009** titled Naples Pier Design - RFP which satisfies the CITY's Procurement Policy Sec. 2-663; and

**WHEREAS**, CONSULTANT agrees to provide such goods and services as more particularly described in this Agreement, as well as in any RFP documents (**RFP 23-009**) issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONSULTANT to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit "A"** will be resolved in favor of the body of this Agreement.
  - b. CONSULTANT must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
  - c. CONSULTANT must also comply with, and abide by, all requirements as contained in Request for Proposal (RFP), RFP specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda and CONSULTANT presentations, all hereinafter the "**RFP Documents**, as applicable." The **RFP Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Commencement and completion/Term.**
- a. CONSULTANT will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
  - b. Liquidated Damages: (N/A) Not applicable to this Agreement.
  - c. This Agreement will commence on award and be in effect until completion of the project. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion of the Project and must be completed by no later than **December 1, 2023**.
4. **Payment.**
- a. The CITY agrees to compensate CONSULTANT, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"** which is attached hereto and incorporated herein by reference. CONSULTANT must perform all work required by the Scope of Services, but in no event will CONSULTANT be paid more than the negotiated amount set forth in Exhibit "B" of **\$1,478,400.00** that includes a **\$246,400.00** City Control Contingency upon Change Order in writing signed by both Parties.
  - b. Progress payments, if any, will be made as set forth in an NTP.
  - c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONSULTANT'S obligations. CONSULTANT must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.
5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY'S final inspection and the CONSULTANT'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in **RFP 23-009**.

a. **Quality Guarantee/Warranty**

CONSULTANT will guarantee its work without disclaimers for a minimum of six months after the final completion date of said Project.

- b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONSULTANT within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in **Exhibit "B."** CONSULTANT guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONSULTANT to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT'S industry or profession to be a reliable basis and foundation for CONSULTANT'S work product. CONSULTANT must notify the CITY in writing if it appears, in CONSULTANT'S professional judgment that the data or information provided by the CITY for use in CONSULTANT'S work product is incomplete, defective, or unreliable. CONSULTANT guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONSULTANT'S failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONSULTANT not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONSULTANT giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is Chad Merritt Director, Parks, Recreation, and Facilities Department.

- c. CONSULTANT'S Project Manager assigned is Todd T. Turrell, President
8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONSULTANT or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:
- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8<sup>th</sup> Street South; Naples, Florida 34102.
  - b. **To CONSULTANT:** Turrell, Hall & Associates, Inc., Attention: Todd T. Turrell; 3584 Exchange Avenue, Naples, FL 34104.
9. **Insurance.**
- a. CONSULTANT must maintain such insurance as will fully protect both CONSULTANT and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONSULTANT, any SUBCONSULTANT, or by anyone directly or indirectly engaged or employed by either of them.
  - b. The CITY's General Insurance Requirements (attached as **Exhibit "C"**) apply. The insurance coverages procured by CONSULTANT as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONSULTANT, and any other insurance, or self-insurance available to CONSULTANT will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.
10. **General Provisions.** CONSULTANT must comply with the following general provisions:
- a. **Bond.** A Payment & Performance Bond is (N/A) Not Applicable to this Agreement.
  - b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from seeking similar services either as an independent job or a component of a larger project.
  - c. **Retainage.** (N/A) Not Applicable to this Agreement.
  - d. **Compliance with Laws.** In providing the Scope of Services, CONSULTANT must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
  - e. **Personal nature of Agreement; Assignment.**
    - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONSULTANT. Accordingly, this Agreement is personal and CONSULTANT

is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- ii. If CONSULTANT requires the services of any SUBCONSULTANT or professional associate in connection with the work to be performed under this Agreement, CONSULTANT must obtain the written approval of the CITY Project Manager prior to engaging such SUBCONSULTANT or professional associate. CONSULTANT will remain fully responsible for the services of any SUBCONSULTANTS or professional associates.

**f. Discrimination.**

- i. CONSULTANT shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONSULTANT shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**g. Independent CONSULTANT.**

- i. CONSULTANT is, and will be deemed to be, an independent CONSULTANT and not a servant, employee, joint adventurer, or partner of the CITY. None of CONSULTANT'S agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and SUBCONSULTANTS during the performance of this Agreement. Although CONSULTANT is an independent CONSULTANT, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONSULTANT must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONSULTANT, or to CONSULTANT'S business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.
- ii. CONSULTANT will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT and any SUBCONSULTANTS during the Term of this Agreement.

**h. Indemnification.**

- i. CONSULTANT must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONSULTANT'S performance under this Agreement or by any person on CONSULTANT'S behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONSULTANT (including CONSULTANT'S agents, employees, and SUBCONSULTANTS). CONSULTANT must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright. CONSULTANT acknowledges that CONSULTANT has received consideration for this indemnification, and any other indemnification of the CITY by CONSULTANT provided for within the RFP Documents, the sufficiency of such consideration being acknowledged by CONSULTANT, by CONSULTANT'S execution of this Agreement. CONSULTANT'S obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY'S exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONSULTANT, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONSULTANT does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY'S sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- k. **Public records.**
- i. CONSULTANT is a "CONSULTANT" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
    1. Keep and maintain public records required by the CITY to perform the service.
    2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
    3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to the CITY.
    4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
  - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
  - iii. If CONSULTANT asserts any exemptions to the requirements of Chapter 119 and related law, CONSULTANT will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONSULTANT consents to the CITY's enforcement of CONSULTANT'S Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT must pay all court costs and reasonable attorney's fees incurred by CITY.
  - v. CONSULTANT'S failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONSULTANT will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
  - vi. **Public Records Compliance Indemnification.** CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1),

Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.

- vii. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: [PUBLICRECORDSREQUEST@NAPLESGOV.COM](mailto:PUBLICRECORDSREQUEST@NAPLESGOV.COM); PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

- i. **Ethics. Compliance with Ethics Code.** CONSULTANT agrees to comply with the CITY of Naples Code of Ethics, as applicable, and as it may be amended from time to time. Any conflict between the CITY's Ethics Code and the contractual terms which follow shall be resolved in favor of the CITY's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)j of the CITY Code of Ordinances:

- i. CONSULTANT understands and agrees that by entering into this contract with the CITY they are a "Covered Person" as that term is defined by Section 17.3.(1)(a) of the Naples Charter and hereby agree to the contract term requirements set forth in CITY of Naples Code of Ethics, See, CITY Code Section 2-975(h)j, as may be applicable, and as it may be amended from time to time, as part of this Contract.

1. The CONSULTANT agrees and covenants to not employ or offer to employ any elected officer or CITY managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.

2. The CONSULTANT agrees and covenants to not provide services for compensation to another party other than the CITY on the same subject matter, same project, or scope of services without CITY council approval.

3. The CONSULTANT agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.

4. In the event of any violations of subsections 1-3 above, the CONSULTANT agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or CITY managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the CITY, whichever is greater.



5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.

- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the Term of this Agreement.
  - ii. **Agency.** CONSULTANT agrees and acknowledges that it, its employees, and its SUBCONSULTANTS are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iv. **Workers' Compensation Insurance.** CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONSULTANT must ensure that the SUBCONSULTANT(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent CONSULTANTS, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
  - v. **Liability Insurance.** CONSULTANT shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONSULTANT shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall

not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONSULTANT shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

vi. **Inspections.** CONSULTANT shall permit, and require its SUBCONSULTANTS to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. **Auditor General Cooperation.** CONSULTANT shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

n. **E-Verify Compliance.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its SUBCONSULTANTS an affidavit stating that the SUBCONSULTANT does not employ, contract with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto as **Exhibit-D** is hereby incorporated into this Agreement by reference.

**11. Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT'S work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

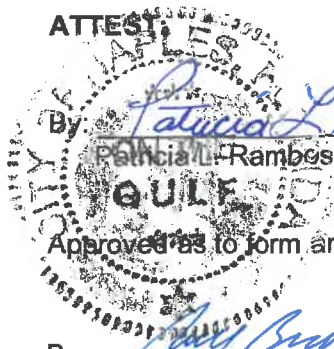
## 12. Special Provisions.

- a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST:



By: Patricia L. Rambesk  
Patricia L. Rambesk, City Clerk

Approved as to form and legal sufficiency:

By: [Signature]  
City Attorney Vose Jan Firm

CITY OF NAPLES, FLORIDA

By: [Signature]  
Jay Boodheshwar, City Manager

**TURRELL, HALL & ASSOCIATES, INC.**  
3584 Exchange Avenue  
Naples, Florida 34104  
Attention: Todd T. Turrell, President

by [Signature]  
as its President and Authorized Agent

(CORPORATE SEAL)

ATTEST:

Marielle Nageondehestang

Printed Name: Marielle Nageondehestang, Title Treasurer

STATE OF Florida

CITY OF Naples

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of \_\_\_\_\_, a Florida Corporation, on behalf of the company, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

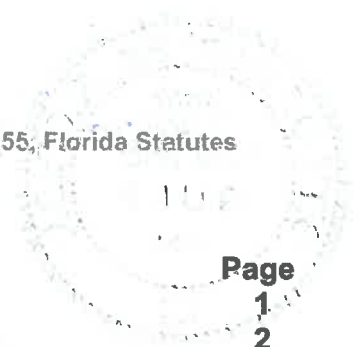
\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Printed/Typed/Stamped Name of Notary

My commission expires:  
\_\_\_\_\_

**City of Naples, FL**  
**RFP No. 23-009**  
**Naples Pier Design – RFP**

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes



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# City of Naples, FL

## RFP No. 23-009

### Naples Pier Design - RFP

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

#### PROJECT REQUIREMENTS AND SPECIFICATIONS

#### A. PROJECT HISTORY AND BACKGROUND

The City of Naples is located in Collier County in southwest Florida and was incorporated on December 1, 1923. The City is approximately fourteen square miles in area, with a year-round population of approximately 22,000, increasing to over 36,000 during the winter months. The Collier County population is 387,000 with an increase to 400,000 during the winter months. As a result, the daily service population is significantly greater than the permanent or seasonal population; however, no accurate measurement is available. Naples is a full-service City (police, fire/rescue, water, sewer, solid waste, recycling, parks and recreation, streets, and stormwater) operated under the Council-Manager form of government. The City employs approximately 508 people.

The City of Naples is considered one of the nation's premier communities offering residents and visitors, a wide array of outstanding cultural and recreational activities. Nestled on the Gulf of Mexico with a subtropical climate, and many tree-lined streets, there are ample opportunities for shopping, dining, and recreation. The crime rate is low and quality health care services are available. Housing and commercial services have expanded beyond the borders of the City into the adjacent unincorporated areas of Collier County, and while these unincorporated areas are also referred to as "Naples", many County residents may not understand that they do not reside within the City. City residents are aware of the distinction.

The Naples Pier is an iconic landmark in Naples that was originally built in 1888. Since this time, the pier has been rebuilt after hurricanes in 1910, 1926, 1944, & 1960. In 2015 the pier was reconstructed, and then soon after in 2017 Hurricane Irma damaged the structure. Since this the City of Naples has been working to extend the life of the pilings by installing modern pile jackets. The current pilings have been in place since the 90's and are showing signs of age. The Naples Pier is visited by over 1million visitors annually. Visitors come to fish, socialize, view wildlife, use the concession, exercise, and a variety of other activities. Before the recent damage, the City of Naples was testing a pilot program that prohibited fishing on Sundays in efforts to reduce Brown Pelican injuries and to allow a chance for non-fishermen to use the pier without conflicting fishing activities.

In September 2022, Hurricane Ian caused catastrophic damage to the Naples Pier. Approximately 460 feet of the pier is damaged significantly, with about 140 feet of the end sitting at the bottom of the Gulf. The shelter at the end of the pier and over 30+

pilings make up the 140 feet of missing pier. As you walk the remaining pier the first major structural item of concern is located at bent 21, which is 13 bents past the stairs. A bent is the concrete beam that connects the three pilings together. All three piles at bent 21 have a new crack just below the bent. After bent 21 the structural damage seems to increase significantly as you move west toward the remaining pier. The concession, shelter, and storage structures located at the midpoint of the pier were completely "gutted" by the waves. Additionally, wave energy lifted the framing and decking at the public shower area. The bolts connecting the wooden stringers to the concrete bents were pulled from the wood and created an un-even deck surface.

The City has decided to replace the pier with a new pier structure based on modern insights and practices meeting the current federal, state, and local standards and criteria for design and construction. The project's scope of work shall include a conceptual design process including analysis of alternatives. Steps shall be taken during the design development process of the replacement structure to minimize the effect of the new pier structure to the adjacent shorelines by reducing the number of piles and increasing the spacing between piles. The Naples Pier is anticipated to continue to be a landmark structure with unique architectural features that gives it an iconic flare. An assessment of the pile's configuration effect to the adjacent shorelines to be performed. During this rebuild the City of Naples is seeking to pursue mitigation opportunities with the design and provide an improved structure that has more versatility regarding its users.

## **B. PURPOSE OF REQUEST**

The purpose for this Request for Proposal (RFP) is to solicit competitive sealed Proposals from qualified firms to provide Professional Engineering services as described below. If necessary each firm shall compliment their abilities with sub-consultants, depending on the specific project requirements

The purpose of this exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract plans, special provisions and incidental engineering services, as necessary, to procure a construction contractor for the Naples Pier (PIER).

The CITY is seeking Qualifications from qualified engineering firms in good standing and authorized to transact business in the State of Florida to provide planning and engineering services for the PIER. In addition, all licenses required for proposers whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current. Further, must not be listed in the System for Award Management (SAM) as an excluded party. The firms will be evaluated on demonstrating they have the following regarding marine structures:



- Experience and knowledge in planning, design, and engineering marine structures;
- Experience and knowledge with local, state, and federal regulations and permitting of marine structures;
- Accuracy in cost estimating and scheduling the work to meet deadlines;
- The ability to address and solve challenges early in the design process;
- Ability to provide various design options, to evaluate benefit-cost analysis, taking construction and maintenance costs into consideration;
- Ability to oversee construction of designed Pier (if required)
- Capability to provide bidding construction documents that are complete and accurate to eliminate cost overruns during construction;
- Ability to work with diverse groups of stakeholders representing different departments and agencies; and
- Track record in meeting deadlines, achieving positive results, and providing most cost-effective/best options to implement.

Proposers to have the knowledge, experience, and expertise to provide engineering services for the Federal Emergency Management Administration (FEMA) funded projects. Services may include, but are not limited to, preparing preliminary architectural report, planning, design, cost estimating, bidding, quality assurance, assistance as needed with project management/oversight, and project closeout. The CONSULTANT must comply with all applicable federal, state, and local regulations related to the services provided to the CITY. The CITY reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services as needed.

The selected CONSULTANT will be required to have sufficient personnel to complete the tasks required by this scope of services. The selected CONSULTANT will complete the required tasks in a timely and efficient manner.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the CITY for bidding the construction contract through competitive procurement to build the PIER, and to ensure the project is built as designed and to specifications.

The CONSULTANT shall provide detailed monthly invoices clearly separating and demonstrating all services eligible for FEMA funding.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required.

The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. It shall be the CONSULTANT responsibility to utilize the very best professional and engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The CITY will provide contract administration, oversight management services, and technical reviews of all work associated with the development and preparation of the contract plans with contributions from the federal, state and local partnering agencies.

### **C. SCOPE OF SERVICES**

- The CONSULTANT shall produce design plans and contract documents needed for the CITY to successfully complete the design and permitting process and to procure a construction contractor, as well as to aid in grant-funding application. This will include:
  - A design concepts analysis for the new PIER structure including the rehabilitation segment. This shall entail a limited and focused alternatives-analysis of design concepts resulting in a recommendation of a preferred alternative for the CITY's ultimate decision. The design development concepts analysis shall be performed to ensure the project design can proceed based on a design concept that is fully vetted against the functional/operational needs, and against the general marine industry standards and other requirements.
  - Design documents to consist of plans, specification, engineering estimates, and engineering calculations as applicable for at least the following phases:
    - Preliminary design of the selected design concept;
    - 30% design set;
    - 60% design set;
    - 100% design review set; and
    - Bid set/construction set.
  - An engineering design development report that will address all major design decisions. A draft design development report shall be produced and submitted with the 30% design deliverables, and a final design development report shall be included with the 60% design documents. For all key design decisions made during the design development process, this design report shall address

and describe/summarize:

- A “Basis of Design” summary, listing basic data such as main dimensions and elevations, applicable codes and regulations, and location-specific data;
  - Design considerations, the alternatives considered, and the rationale for selected design options for all major features and components;
  - Both aspects related to initial construction and capital costs, as well as operational and maintenance aspects and their associated costs and needs; and
  - Basic functional needs and requirements, as well as potential enhancements on aspects like quality, cost-effectiveness, risk-reduction, sustainability, and more.
- Engineering studies, calculations, and recommendations, including:
    - Geotechnical investigation and analysis;
    - Structural designs and calculations;
    - Structure features, including the PIER end configuration, viewing station, shaded structures, benches, fish cleaning station, ADA accessibility, lighting, safety and security;
    - Enhancements to the SR A1A pedestrian crossing;
    - Advice and recommendations as to constructability and impact-minimization measures, general construction timelines and schedule, cost estimates etc.; and
    - Other studies as applicable and needed for engineering design and/or permitting.
  - Grant application support documentation, including all information and documentations needed for the CITY’s anticipated applications for any potential federal, state and/or local grant program.
  - In addition to assembling any potential grant application submittal, the CONSULTANT may be asked to assist with responding to questions and other requests from FEMA or any other agency. If the CITY decides to apply for any potential grant programs, the CONSULTANT shall assist with environmental documentation and associated support services as required for any such grant program application.
  - Federal, state, and local permitting, and permitting support documentation. The CITY will be the permit applicant submitting the permit applications and will be the primary point of contact for all regulatory agency communication. The CONSULTANT shall produce all permit materials, permit drawings, and supporting documentation for those applications.

- The following permits and approvals are expected to be required for this project:
  - U.S. Coast Guard (USCG)
  - U.S. Corps of Engineers (Corps)
  - National Marine Fisheries Service (NMFS)
  - Florida Department of Environmental Protection (FDEP)
  - Florida Fish and Wildlife Conservation Commission (FWC)
  - Florida Department of Transportation (FDOT)
  - Local permits (CITY, County, etc.)
- Without limitation, the CITY anticipates the permit application documents may include:
  - A biological assessment to facilitate consultation with NMFS under the Endangered Species Act
  - Compensatory mitigation plan to satisfy Corps, and NMFS requirements
  - Additional supporting documentation to satisfy FDEP
  - Division of State Lands (Sovereign Submerged Lands Acquisition)
  - U.S. Fish and Wildlife Services (FWS)
  - State Historic Preservation Office (SHPO)
  - Hydrodynamic/morphology study focusing on possible changes to natural sediment movement; and
  - Hurricane storm surge analysis or similar documentation related to FEMA/flood zone requirements.
- In addition to assembling the permit application materials, the CONSULTANT shall also assist the CITY with the following:
  - Identifying issues that need to be addressed as part of the permitting process and proposing efficient ways to resolve those issues;
  - Coordinating with and between different agencies on permitting requirements and process;
  - Developing an approach and strategy of agency engagement to ensure a smooth permitting process; and
  - Addressing all responses, questions, and additional requests received from regulatory agencies throughout the

permitting process.

- Application and integration of aspects such as safety, quality, cost effectiveness/value engineering, etc., in the products and processes described above.
- The scope of services also includes general work items such as CONSULTANT team project management, field investigations, and analysis.

## **D. GENERAL REQUIREMENTS**

### **Public Involvement**

- Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents. The CONSULTANT shall coordinate and conduct, with the CITY's assistance, possible public involvement meetings at the approximate 30% and 90% Phases. The purpose of this meeting would be to inform the community of the project.

### **Contract Drawings**

- The CONSULTANT shall prepare all drawings in accordance with the latest version of the FDOT CADD Standard Manual.
- The CONSULTANT will identify a project SharePoint site for storing and exchange of project documentation.
- The CONSULTANT shall manage the work and its sub consultants to ensure all requirements are met.
- All drawings shall be signed and sealed by a State of Florida registered architect, design professional engineer, or professional land surveyor as required. The drawings shall meet industry standards for quality and cost control.
- Drawings shall be to scale unless a graphic representation is considered appropriate (i.e., one line diagrams).
- The CONSULTANT shall provide all details to completely illustrate and define the work. Installation details shall show specific materials, equipment locations, and methods of installation.
- Specification statements shall not be placed on the drawings unless required by the building officials performing plan check services. The CONSULTANT shall ensure that no drawing statements conflict with specifications.
- The CONSULTANT shall provide prepared drawings in both PDF and CADD formats at all milestones including reviews, advertisement, as-bid construction, and final record drawings.

### **Construction Project Specifications**

- The CONSULTANT shall prepare and word process specifications in accordance with the latest version of the FDOT Specifications Standards Manual.
- The construction project bid package shall be developed jointly by the CITY and the CONSULTANT.
- The CITY will be responsible for:
  - All “front end” bidding and contract documents; and
  - Those sections in the FDOT Specifications Division 1, General Requirements, relating to the CITY administrative requirements.
- The CONSULTANT shall be responsible for:
  - Ensuring that the specifications adequately protect the CITY in obtaining the desired project outcome in the public competitive bidding environment; and
  - Providing the specifications in a complete and timely manner.
- Process:
  - The CONSULTANT shall meet with the CITY’s project manager to review the specification standards and procedures;
  - The CONSULTANT shall provide a proposed list of specification sections anticipated to be included in the project. This shall be submitted to the project manager for review and comment; and
  - The CONSULTANT shall include a signed and sealed specifications document with the advertisement submittal.

### **Cost Estimates**

- The CONSULTANT shall perform construction cost estimates using the FDOT standard format at 30 percent, 60 percent, and 100 percent of project completion to ensure budget compliance.
- The CONSULTANT shall provide management control over the design to ensure that ultimate expected construction costs stay within the CITY’s authorized budget for construction. Any factors that develop which increase the estimated construction cost estimate shall immediately be brought to the attention of the CITY.
- The CONSULTANT shall be responsible for reviewing the design, evaluating construction cost saving alternates as necessary and redesigning elements to maintain the estimate within the construction budget. Closely coordinate cost-savings alternatives with the CITY.
- The final construction cost estimate shall be supplied with the completed drawings and specifications prior

to the CITY's issuing of the bidding documents. Bidding climate, season, project size and complexity shall be factored into the estimate.

- The CONSULTANT shall review and confirm the final construction cost estimate prior to the scheduled bid opening.

### **Value Engineering**

- The CONSULTANT shall develop the design and contract documents using sound value engineering practices to the fullest extent possible, in order to support appropriate design decisions in producing the contract plans for the most efficient and economical design.
- The design for this project may be subjected to a Value Engineering (VE) review. The VE review will be

conducted by a multi-disciplined independent team of CITY and CONSULTANT personnel for the purpose of the improving the value of the project.

- Value Engineering is an event-related activity and should occur at a time when it will provide the greatest opportunity for value improvement, as determined by the CITY. This opportune time during the design phase of a project will generally fall between completion of 30% design phase and completion of 60% design plans, but may occur at any time during the development of a project.
- Activities required by the CONSULTANT in support of the VE team are:
  - Providing Materials and Information: The CONSULTANT shall allow ample time for the appropriate knowledgeable members of their staff to present current design documentation and data to the VE team, as deemed necessary for an effective project review.
  - The CONSULTANT Project Manager and other key members of the design team shall meet with the VE team to explain the development of design features and how and why they were selected. The information will be provided in the form of a personal verbal presentation and the submittal of a package containing current plans and other documentation. This presentation will take place at the location of the VE study and may be followed up with additional meetings, written communications and phone enquiries.
  - Information and data that should be available to the VE Team include, but is not limited to the following:
    - One copy of all environmental documents;
    - One copy of the engineering reports;
    - Three copies of all plan drawings;
    - One copy of other miscellaneous reports; and
    - Project Cost Estimate at time of VE.
- The Project Cost Estimate shall include a tabulation of estimated construction

costs for the proposed design. This list shall, at a minimum, contain a breakdown of costs for each major element of the design.

- The CONSULTANT shall provide, in the form of a matrix, all criteria and weighted impacts used in arriving at decisions for the selection of specific design features. These criteria must include Safety, Operation, Maintenance, and Public Acceptance.
- All reports provided by the CONSULTANT will be returned after the VE review has been completed. However, copies of plans and drawings may be kept by the VE team.

### **Reporting**

- The CONSULTANT shall provide high-level overview of project progress in monthly progress reports, which shall include any challenges or issues of concern that are encountered or anticipated. All regular project issues and items should be coordinated and communicated throughout the project duration as applicable and needed, through means of regular meetings or issue-specific communication.

### **Reviews**

- The CONSULTANT shall meet with CITY staff at the City Hall on a mutually agreed upon basis. These meetings shall be utilized to review project status, design, estimated construction cost, and schedule to promote efficient and cost-effective progress through the completion of the project. The CONSULTANT shall prepare and distribute an agenda and a written summary (meeting minutes) of significant meetings.
- The CONSULTANT shall submit PDFs of progress review drawings and specifications at 30 percent, 60 percent, and 100 percent of project completion. The CONSULTANT shall only print documents for design progress review per direction of the CITY project manager.
- At all review stages, the CONSULTANT shall be responsible for quality control for all sub consultants and shall verify their compliance with applicable standards.
- The CONSULTANT shall attend all submittal review meetings. The CONSULTANT shall be responsible for correcting errors, omissions, and making revisions identified in the review process.
- When directed by the CITY, a sub consultant may need to perform Independent Peer Review for quality assurance.

### **Permits**

- At the CITY's request, the CONSULTANT shall provide corrected drawings, specifications, and calculations ready for review by the CITY, or other relevant jurisdictional agencies.



### **Preparation for Advertisement**

- Upon completion of the drawings and specifications, including all corrections resulting from the review process, the CONSULTANT shall deliver to the CITY:
  - One full set of signed and sealed plans and specifications in PDF; and
  - Electronic files of each technical special provisions in MS Word.
- The CONSULTANT and its sub consultants shall digitally sign and seal all documents, reports, specifications and drawing sheets, in accordance with the FDOT standards.
- Provide corrected drawings and specifications in a timely manner, according to the agreed upon schedule, to allow sufficient time to prepare documents for advertisement.

### **Advertisement Period Support**

- The CONSULTANT shall be available to assist in answering questions and reviewing substitution requests during the bidding period. Direct communication between contractors and the CONSULTANT is prohibited.
- The CONSULTANT shall attend the pre-bid meeting.
- The need and scope of any addendum will be determined in cooperation between the CONSULTANT and the CITY. Addenda will be issued by the CITY and will address substantive changes only. The CITY prohibits the use of addenda to “finish” the bidding documents and discourages their use to accomplish non-substantive corrections that should have been made prior to advertisement.
- The CONSULTANT shall update the plan sheets and specifications document as needed for addenda.
- Upon completion of the advertising period, the CONSULTANT shall deliver to the CITY:
  - PDFs of the plans set signed and sealed, including the corrected sheets; and
  - One electronic copy of all drawings in CADD format prepared by the CONSULTANT.
  - Review of Bids recommendations.

**Construction Administration Inspection** of the Project provides for the administration and management of the contract for construction. The Design Firm, with its consultants, will monitor construction, attend construction progress meetings a minimum of once per week, and respond to all construction administration phase duties as specified in the contract documents and the City's agreement for professional Architectural and Engineering Services. At least one (1) month prior to Substantial Completion, the design firm will meet on site with the City's staff, the Program Manager, and the Contractor to develop a preliminary punch list.

### **Completion**

- The CONSULTANT shall assist the CITY with the construction contract Final Acceptance inspection.
- The CONSULTANT shall prepare the record drawings. The CITY will convey changes made during construction by change orders, clarifications, memos, or by the contractor's mark-ups. The CONSULTANT shall revise the as-bid drawing set to reflect all approved construction changes. The final record drawings shall be completed within 30 days of the project's Final Acceptance inspection and shall show all contract changes and contractor-recorded actual installation conditions. Upon completion, the CONSULTANT shall deliver to the CITY:
  - PDFs of the as-built drawings; and
  - Exhibits or other documents that were part of the final record contract documents.
  - CADD files.

### **E. SCOPE OF WORK**

The selected firm will be required to deliver the project in the multiple phases. The major components of each phase are presented below.

#### **Phase 1 - Conceptual / 30% Design**

An engineering design development report that will address all major design decisions. A draft design development report shall be produced and submitted with the 30% design deliverables:

1. Prepare an engineer's cost opinion associated with the construction of the project as described in Section C Scope of Services.
2. Present to City Council.
3. Value Engineering Options: where cost is high or construction is difficult, the consultant should propose options for reducing cost, construction time, and construction challenges.

#### **Phase 2 - 60% Design**

1. Present the 60% design and specifications to the City Council.
2. Based on direction from City Staff and City Council, prepare revisions to the 60% design prior to submittal to permitting agencies.
3. Prepare and present a 60% engineer's cost estimate.
4. Prepare and submit all required permit applications and secure permits by the 100% Design submittal.

**Phase 3 - 90% Design**

1. Present the 90% design and specifications for City staff final review.

**Phase 4 - 100% Design**

1. Submit construction ready documents and all permits for bid. Documents should be signed and sealed by professionals of applicable disciplines.

**Phase 5 - Bid Support**

1. Provide support during the bidding process, including participation in pre-bid meeting and responding to bidder questions.
2. Review bids and make a recommendation of award.

**Phase 6 - Construction Administration (CA)**

1. Provide inspection at a level of support to be determined as part of a supplemental amendment to the agreement.
2. Provide review and approval of all Shop Drawings submittals.
3. Provide payment application review and inspection to verify all work is completed.
4. Provide answers to all RFI's including additional design and details required.
5. Attend meetings as needed to answer RFI's
6. Develop and issue punch list
7. Provide Project Management at a level of support to be determined as part of a supplemental amendment to the agreement. Naples City Building Department shall provide all required Florida Building Code inspections.

**F. ANTICIPATED PROJECT TIMELINE**

Listed below are the project timelines. 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
Council Approval	March 22, 2023
Notice to Proceed	March 22, 2023
Kick-off meeting w/staff	Week of March 27, 2023
Phase 1 - Conceptual / 30% Design	May 31, 2023
Phase 2 – 60% Design	July 12, 2023
Phase 3 – 90% Design	August 9, 2023
Phase 4 & 5 – 100% Design/ Issue Procurement Document (ITB, RFP or CMAR)	September 1, 2023

**G. 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.

**H. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

Invoices must cite the purchase order number and the bid number and must be submitted after work is completed with a detailed description of the work performed. The successful bidder(s) will meet with Project Manager and set up procedures prior to the start of work.

**I. 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 RFP	Week of January 9, 2023
RFP Due Date	February 8, 2023
Evaluation Committee Meeting	Week of February 13, 2023
Presentation if needed	Week of February 20, 2023
Council Meeting	Week of March 22, 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
Cover Letter and Forms	0
Qualifications & Reputation of Firm & Sub-Firms	25
Qualifications and Experience of Person(s) Assigned to the Project	25
Project Understanding and Approach	30
Ability to complete project per provided timeline	15
Minority Business Enterprise	5
<b>MAX POINTS</b>	<b>100</b>

#### 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 five (5) 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 Naples Pier Design Services are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

#### **TAB 1 - Cover Letter and Mandatory Form Information**

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

#### **TAB 2 - Qualifications & Reputation of Firm & Sub-Firms**

- Demonstrate experience and qualifications of the lead firm on related projects, as well as any sub-firms on the project team. Experience should detail relevant experience in facilitation projects for similar communities.
- Provide a staff organization chart. Identify key individuals involved on this project, their affiliation and office location.
- For each key staff member identified in the organization chart, provide a summary of relevant experience and qualifications. Detailed resumés should be submitted. The brief overview should identify the individual experience on similar projects and their availability to support this project.
- Please indicate which individuals will attend the proposed interview, if an interview is requested.
- Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team.
- 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.
- Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the PSC information to assess the experience of the Proposer on relevant project work.

#### **TAB 3 - Qualifications and Experience of Person(s) Assigned to the Project**

- 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).
- For each staff member identified in the Team organization chart, provide a brief overview of their relevant experience.
- Demonstrate experience in community engagement and presenting reports and information to elected officials.

#### **TAB 4 - Project Understanding and Approach**

- Demonstrate understanding of the project opportunities and challenges.
- 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).
- Identify the potential project challenges and how you would recommend that each be addressed.
- Provide your firm's approach to achieving the project's scope of work.
- Provide your firm's approach to managing and conducting the 30%, 60%, 90% and 100% City Council reviews and discussions.
- Identify the permits that will be required to be submitted and how would you propose to proceed to ensure that permits are obtained quickly
- Provide any value-added services your firm can provide above that identified within the request.
- Identify any issue that the City might have omitted in its understanding of this project.

#### **TAB 5 - Ability to complete project per provided timeline**

- Provide detail schedule. Provide a proposed Project Schedule that illustrates the total project time to complete this project. For these purposes, assume the schedule to begin using the information provided in Section F, Anticipated Project Timeline.
- If vendor determines that project can't be completed in the timeline proposed in Section F, Anticipated Project Timeline, provide proposed Project Schedule that illustrates the total project time to complete this project with detail explanation.

#### **TAB 6 - Certified (MBE) Minority Business Enterprise Status**

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

**J. 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.

**K. 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 Naples Pier Design. 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.



### **FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

**Compliance with Federal Law, Regulations and Executive Orders:** The Sub-Recipient (City) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

**Access to Records:** The contractor agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Affirmative Socioeconomic Steps** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**Changes:** To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

**DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

**Domestic Preference for Procurements 200.322** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures and/or audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Prohibition on Covered Telecommunications Equipment or Services**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

**Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Rights to Inventions Made Under a Contract or Agreement:** Exempt from FEMA Public Assistance Funding

**Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Procurement of Recovered Materials (§200.323) (Over \$10,000):** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Termination for Cause and Convenience (over \$10,000):** See Standard Purchase Order and/or Contract Terms and Conditions

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

Contractors must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):** Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Clean Air Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Administrative, Contractual, or Legal Remedies (over \$250,000):** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

#### **CONSTRUCTION ACTIVITIES**

**Equal Employment Opportunity Clause (§60-1.4):** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis Bacon Act:** Exempt under FEMA Public Assistance Funding

**Copeland Anti-Kickback Act:** Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**Applicable Laws** - The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

**Data Collection:** The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/City/permittee/engineering consultant.** The City's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the City's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

**Equal Employment Opportunity:** No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

**Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**Local Preference:** Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

**Physical Access and Inspection:** Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
- ii. The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**Record Retention:** A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is



made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

**Statutory Notices Relating to Unauthorized Employment:** The City shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

**Statutory Notices Relating to Subcontracts:** Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Compliance with Federal Law, Regulations, And Executive Orders  
and Acknowledgement of Federal Funding**

**Certification**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the City for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The City may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name \_

Date \_

Authorized Signature \_

<p><b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION</b></p>
--

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, Collier City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
UEI Unique Entity Identifier (for SAM.gov verification)

\_\_\_\_\_  
Date

Sub-Recipient Name: Collier City Board of City Commissioners DEM

Contract Number: TBD

FEMA Project Number: TBD

<b>COLLIER COUNTY</b>																					
<b>ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT</b>																					
<p><b>Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.</b></p>																					
<b>A. PRIME VENDOR/CONTRACTOR INFORMATION</b>																					
<b>PRIME NAME</b>		<b>PRIME FEED NUMBER</b>		<b>CONTRACT DOLLAR AMOUNT</b>																	
<b>IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?</b>		<b>VETERAN</b> Y    N		<b>IS THE ACTIVITY OF THIS CONTRACT...</b>																	
		<b>DBE?</b> Y    N		<b>CONSTRUCTION ?</b> Y        N																	
		<b>MBE?</b> Y    N		<b>CONSULTATION?</b> Y        N																	
		<b>WBE?</b> Y    N		<b>OTHER?</b> Y        N																	
		<b>SDS BA?</b> Y    N																			
<b>IS THIS SUBMISSION A REVISION?</b>		Y    N		<b>IF YES, REVISION NUMBER</b> _____																	
<b>B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION</b>																					
<b>DBE M/WBE VETERAN</b>	<b>SUBCONTRACTOR OR SUPPLIER NAME</b>	<b>TYPE OF WORK OR SPECIALTY</b>	<b>ETHNICITY CODE (See Below)</b>	<b>SUB/SUPPLIER DOLLAR AMOUNT</b>	<b>PERCENT OF CONTRACT DOLLARS</b>																
<b>TOTALS:</b>																					
<b>C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR</b>																					
<b>NAME OF SUBMITTER</b>		<b>DATE</b>		<b>TITLE OF SUBMITTER</b>																	
<b>EMAIL ADDRESS OF PRIME (SUBMITTER)</b>		<b>TELEPHONE NUMBER</b>		<b>FAX NUMBER</b>																	
<p><b>NOTE:</b> This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.</p>																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Black American</td><td style="text-align: center;">BA</td></tr> <tr><td style="text-align: center;">Hispanic American</td><td style="text-align: center;">HA</td></tr> <tr><td style="text-align: center;">Native American</td><td style="text-align: center;">NA</td></tr> <tr><td style="text-align: center;">Subcont. Asian American</td><td style="text-align: center;">SAA</td></tr> <tr><td style="text-align: center;">Asian-Pacific American</td><td style="text-align: center;">APA</td></tr> <tr><td style="text-align: center;">Non-Minority Women</td><td style="text-align: center;">NMW</td></tr> <tr><td style="text-align: center;">Other: not of any other group listed</td><td style="text-align: center;">O</td></tr> </tbody> </table>		ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O				
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Other: not of any other group listed	O																				
<b>D. SECTION TO BE COMPLETED BY COLLIER COUNTY</b>																					
<b>DEPARTMENT NAME</b>		<b>COLLIER CONTRACT # (RFP/RFP or PO/REQ)</b>		<b>GRANT PROGRAM/CONTRACT</b>																	
<b>ACCEPTED BY:</b>				<b>DATE</b>																	

**LOBBYING CERTIFICATION**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Contractor (Firm Name)

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

**ADDENDUM NUMBER 1**

<b>NOTIFICATION DATE:</b>  <b>2/1/2023</b>	<b>SOLICITATION TITLE:</b>  <b>Naples Pier Design - RFP</b>	<b>SOLICITATION NUMBER:</b>  <b>23-009</b>	<b>BID OPENING DATE &amp; TIME:</b>  <b>2/8/2023 2:00PM</b>
--	---	--	---

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

**The following answers to written, submitted questions:**

1. Please clarify if along with the lead firm, all sub-firms are required to submit three (3) client references via the reference questionnaire and method detailed in RFP, or will three (3) project pages with references suffice for the sub-firms?

**ANSWER: Pursuant to Tab 2 Qualifications & Reputation of Firm & Sub-Firms page 44 of the RFP document, references are required from the firm submitting the bid.**

2. Please advise how we ensure any and all addendums or subsequent said RFP communications are received at our office. If placed on a listserv of sorts, our point of contact is tuna@thanaples.com?

**ANSWER: All addendums are posted to the City website and DemandStar. It's the responsibility of the vendor to ensure they have reviewed all addendums.**

3. According to pages 44 and 45 of the above-referenced RFP, the City is requesting a staff organization chart and key staff qualifications/experience in BOTH Tab 2: Qualifications and Reputation of Firm and Sub-Firms AND Tab 3: Qualifications and Experience of Persons Assigned to the Project. Is that correct? It seems like a duplication of information but please clarify which section to include our staff organization chart and staff quals/experience.

**ANSWER: Please include the requested information in both Tabs.**

4. On page 33 there is mention of a pedestrian enhancement of SR A1A, what does that entail for this project?

**ANSWER: Due to the amount of pedestrian foot traffic in the area surrounding the City of Naples Pier, pedestrian enhancement may be required.**

5. Has a list of studies and surveys that have already been completed?

**ANSWER: Only a post-hurricane damage assessment survey has been completed. Please reference Exhibit A Naples Pier Post Hurricane lan Public Occupancy.**

**Exhibit A - Naples Pier Post Hurricane lan Public Occupancy.**

**###**

**IMPORTANT MESSAGE**

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



# TURRELL, HALL & ASSOCIATES, INC.

## Marine & Environmental Consulting

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 643-6632 • tuna@thanaples.com

November 4, 2022

City of Naples, Community Services Department  
C/O Travis Delashmet, Facilities Maintenance Superintendent  
280 Riverside Circle  
Naples, FL 34102

**RE: Naples Pier  
Post Hurricane Ian Public Occupancy**

Mr. Delashmet,

Hurricane Ian caused catastrophic damage to the Naples Pier. Turrell, Hall & Associates, Inc. (THA) has conducted multiple site visits to review the condition of the pilings, framing, decking, and railing remaining after the storm. The nearshore portions of the structure fared pwell and portions can be re-open to the public. The remainder of the structure will need to be kept closed until substantial repairs or replacement.

The first major structural items of concern are located bent 21, this is 13 bents past the stairs. A bent is the concrete beam that connects the three pilings together. All three piles at bent 21 have a new crack just below the bent. We recommend no public occupancy within 30 feet of the damaged bent. The fencing your department has installed is landward of this area and will need to remain in place until further notice.

Wave energy lifted the framing and decking at the public shower area. The bolts connecting the wooden stringers to the concrete bents were pulled from the wood and created an un-even deck surface that was creating a tripping hazard. City staff made necessary repairs to this area to re-level the deck, this area may be opened for public use.

No night inspections have been conducted to determine what lighting is still operational. With the amount of damage to the conduit and wiring further down the pier the circuits are likely compromised. A qualified electrician will need to make necessary repairs to safely use the lighting, until then the pier should be closed between dusk and dawn. Temporary lighting should be installed and maintained for the remaining pier to prevent navigational hazards. The fire and water systems will need to be capped and tested before they can be put into operation.

We will amend our yearly assessment of the Pier to document the post storm damages and submit for review. Please let us know if the City has any questions.

Regards,

Joshua W. Maxwell, P.E./Chief Engineer

Joshua W. Maxwell State of Florida Professional Engineer, License No. 81247

This item has been electronically signed and sealed by Joshua W. Maxwell, P.E. using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



# TURRELL, HALL & ASSOCIATES, INC.

## Marine & Environmental Consulting

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 643-6632 • [tuna@thanaples.com](mailto:tuna@thanaples.com)

### Exhibit "A" Proposal

April 7, 2023

Via Electronic Delivery to:  
[tdelashmet@naplesgov.com](mailto:tdelashmet@naplesgov.com)

City of Naples Purchasing Division  
c/o Travis Delashmet, Facilities Maintenance Superintendent  
735 8th Street South  
Naples, FL 34104

RE: **Proposal for Environmental and Engineering Services  
The Naples Pier Design - Phase 1**

To Whom It May Concern,

Turrell, Hall & Associates, Inc. (THA) is pleased to provide you with this proposal for professional environmental and engineering services for The City of Naples Pier.

#### Scope

The kick-off meeting for the Naples Pier replacement project is an opportunity for the design team to collaborate with the City and other stakeholders. The goal of the project is to replace the pier with a new structure that meets functional requirements, enhances the visitor experience, and reflects the character of the City of Naples. During the meeting, the design team will be presented with an overview of the project goals, and timeline, as well as feedback from various stakeholders. The design team will then be invited to present their initial concepts, incorporating innovative and sustainable elements while taking into account environmental, accessibility, safety, and durability considerations. Finally, the meeting will cover the next steps in the design process and the timeline for project completion.

The 30% design plans for the Naples Pier replacement project will be a culmination of thorough research and preliminary design work. The design team will conduct research on the waves generated by recent hurricanes to ensure the new pier is resilient and can better withstand extreme weather conditions. The team will begin designing the decking, railing, lighting, gazebos, concession areas, and access areas, taking into consideration the feedback from the City and other stakeholders from the kick-off meeting. Improved fishing and public access have also been incorporated into the design. At this stage, geotechnical investigation will be completed, and the remaining hurricane debris will be inspected by divers to provide details for demolition. The FEMA grant specialist will work closely with the design team throughout the process to ensure that the specifications and details are written in the correct manner to help recoup money from FEMA. The 30% design plans will be reviewed with the City and other stakeholders for input to incorporate into the 60% plan set.

The improvements to the Naples Pier require permit modifications from the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers (USACE). These modifications are necessary to ensure that the project complies with all environmental regulations and that any potential impacts on the surrounding ecosystem are minimized.

The 60% design plans for the Pier replacement project will provide further details on the elements included in



**Proposal for Environmental & Engineering Services**  
**The City of Naples Pier**  
 April 7, 2023  
 Page 2 of 3

the 30% plans, incorporating feedback from the City and other stakeholders. The design team will also model the wave forces on the piles and other structural. The results of the geotechnical investigation will be provided and utilized to determine the pile embedment depth, ensuring the pier is structurally sound. In addition, the team will design a sea turtle compliant lighting system that is environmentally responsible and meets all regulations. The 60% design plans will be reviewed with the City and other stakeholders for input to be incorporated into the 90% plan set, which will be the final phase of the design process before construction can begin. The public will be engaged during this portion of the project through surveys, webpage and meetings.

The creation of the 90% plan set for the Naples Pier replacement project is the final stage of the design process before construction can begin. This set of plans will include all final details for the new pier, including the fishing decks, concession area, gazebos, pilings, decking, railing, stairs, and utilities. The plans will be permit ready and will have incorporated all comments received from the City and other stakeholders during the review of the 60% plans. The design team will work closely with the City and other stakeholders to ensure that any final last minute changes are incorporated into the 100% plan set. Once complete, the plans will be reviewed one final time to ensure that they are accurate and ready for construction. These plans will serve as the blueprint for the new pier, providing a detailed guide for the construction team to follow.

THA's team shall assist the City in soliciting a contractor to build the Pier based on the plans and specifications. The Request for Proposal (RFP) shall outline the project scope, budget, means and methods, and timeline. The RFP will also specify the requirements for potential contractors, including their experience, qualifications, and references. THA's team will assist the city with construction cost estimates, addressing contractor Requests For Information (RFIs), evaluating proposals and selecting the best-suited firm for the project.

Regular progress meetings will be held amongst the design team and the City is welcome to participate. These meetings will be to review progress, resolve any issues, and move the Naples Pier replacement project forward at an accelerated rate to expedite construction commencement. These meetings will provide an opportunity to discuss any potential issues or changes that may arise during the design and construction process. This approach will allow for prompt problem-solving and timely decision-making, ensuring that the project is completed efficiently and effectively.

**Budget**

Task	Description	Budget	Billing Description
1.	Kick Off Meeting	Not to Exceed \$9,000.00	T&M
2.	30% Plans	Not to Exceed \$350,000.00	T&M
3.	Permit Modifications	Not to Exceed \$82,000.00	T&M
4.	60% Plans	Not to Exceed \$305,000.00	T&M
5.	90% Plans	Not to Exceed \$275,000.00	T&M
6.	100% Plans	Not to Exceed \$108,000.00	T&M

Proposal for Environmental & Engineering Services  
The City of Naples Pier  
April 7, 2023  
Page 3 of 3

7.	Bid Assistance	Not to Exceed \$47,000.00	T&M
8.	General Meetings (2 per month)	Not to Exceed \$56,000.00	T&M

In addition to the above budget there is a 20% contingency in the amount of \$246,400.00 to cover City initiated and controlled design changes that may arise due to public engagement and input.

**Exclusions**

- Phase 2 tasks:
  - Construction oversight
  - As-built Certifications

Any additional services requested by the client will be billed on a Time and Material (T&M) basis. All Time and Material activities will be billed according to the attached fee sheet in Exhibit B.

If this proposal is acceptable, please sign all applicable fields and return it to us at your earliest convenience. Thank you.

Sincerely,



Tim Hall, Project Manager  
Turrell, Hall & Associates, Inc.

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

Date: \_\_\_\_\_

CC Chad Merritt, Director of Parks, Recreation, and Facilities Department

**Application and Certificate For Payment**

To Owner:  
**City of Naples**  
 Purchasing Division  
 735 8th Street South  
 Naples, Florida 34102  
 From Contractor:  
**Turrell, Hall & Associates, Inc.**  
 3584 Exchange Avenue  
 Naples, Florida 34104  
 Contract For:  
**Naples Pier Design - Phase 1**

Owner Project # \_\_\_\_\_  
 Contractor Project # 1550.06

Application No: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Application Date: \_\_\_\_\_  
 Contract Date: \_\_\_\_\_  
 Invoice No: \_\_\_\_\_

Distributed To:  
 Owner  
 Contractor  
 Other

**Contractor's Application for Payment**

Application is made for payment as shown below, in connection with the Contract Continuation Sheet is attached.

1) Original Contract Sum - Phase 1	\$ 1,478,400.00
2) Net Change by Change Orders	\$ 0.00
3) Contract Sum To Date (Line 1 & 2)	\$ 1,478,400.00
4) Total Completed and Stored to Date	\$ 0.00
5) Retainage:	
a. 10.00% of Completed Work	\$ 0.00
b. 10.00% of Stored Material	\$
Total Retainage (Line 5a+5b)	\$ 0.00
6) Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 0.00
7) Less Previous Certificates for Payment	\$
8) Current Payment Due	\$ 0.00
9) Balance to Finish Including Retainage (Line 3 Less Line 6)	\$ 1,478,400.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certifications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Amount Due: \$ 0.00  
 By: [Signature] Date: 4/7/2023  
 Print Name: Tim Hall Title: Project Mgr.

**Engineer's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Engineer's / Consultant knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect / Engineer / Consultant:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Change Order Summary	Additions	Deductions
Total Changes Approved in Previous Months by Owner	\$0.00	
Total Approved this Month		
Total \$	\$0.00	
Net Changes by Change order	\$0.00	

Continuation Sheet

Application and Certificate for Payment  
 Naples Pier Design - Phase 1

Application No: \_\_\_\_\_

Containing Contractor's Signed Certification, is attached.  
 Tabulations below, amounts are stated to the nearest dollar.  
 The Column \_\_\_\_\_ on contracts where variable retainage for line items may vary.

Application Date: \_\_\_\_\_

Period To: \_\_\_\_\_

Item #	Description	Total Price	Quantity	Unit	Unit Price	Previous Cumulative		This Period		Total to Date			
						Quantity	Amount	Quantity	Amount	Quantity	Amount	% Complete	Retainage
1	Kick Off Meeting	\$9,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
2	30% Plans	\$350,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
3	Permit Modifications	\$82,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
4	80% Plans	\$305,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
5	90% Plans	\$275,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
6	100% Plans	\$108,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
7	Bld Assistance	\$47,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
8	General Meetings	\$56,000.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
9	20% Contingency	\$246,400.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
10		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
11		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
12		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
13		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
14		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
15		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
16		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
17		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
18		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
19		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
20		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
21		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
22		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
23		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
Deposits							\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
		-	-	-	-	-	-	-	-	-	\$0.00	-	-
Change Orders											\$0.00	-	-
1		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
2		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
3		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
4		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
5		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
6		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
7		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
8		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
9		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
10		\$0.00					\$0.00		\$0.00	0	\$0.00	#DIV/0!	\$0.00
<b>Job Total</b>		<b>\$1,478,400.00</b>					<b>\$0.00</b>		<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>#DIV/0!</b>	<b>\$0.00</b>

Contractor Notes: The cost totals provided for the Phase 1 Design Services work is a not to exceed total that will be billed according to the City's approved rate sheets. A twenty percent contingency is included to cover City initiated and controlled design changes that may arise due to public engagement and input.

## 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.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edison Insurance Agency, Inc. 3835 Palm Beach Boulevard #A Fort Myers, FL 33916	239-693-0400	<b>CONTACT NAME:</b> Jackie King <b>PHONE (A/C, No, Ext):</b> 239-693-0400 <b>E-MAIL ADDRESS:</b> JKing@edisonins.com	<b>FAX (A/C, No):</b> 239-693-2522
<b>INSURED</b> Turrell, Hall & Assoc., Inc. 3584 Exchange Ave., Ste B Naples, FL 34104		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> BEAZLEY INS. CO. INC.	<b>NAIC #</b> 37540
		<b>INSURER B:</b> Progressive Express Ins. Co.	10193
		<b>INSURER C:</b> Everest National Ins. Co.	10120
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>Incl. Pollution</b>	Y	Y	ENC0005975-02 INCL BROAD FORM PD	05/30/2022	05/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Primary &amp; Non-Contr.</b>						
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02849036	01/26/2023	01/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ENX0005976-02	05/30/2022	05/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9700000470-231	02/18/2023	02/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>Professional Liab.</b>			ENC0005975-02 PROF LIAB IS CLAIMS MADE	05/30/2022	05/30/2023	Per occur \$ 3,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marine & Environmental Consulting. WC Includes USL & H coverage. Cert holder is additional insured per written contract. Waiver of subrogation applies.

**CERTIFICATE HOLDER**

NAPL086

City of Naples  
735 8th St. S.  
Naples, FL 34102

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**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 Turrell Hall & Associates, Inc  
Print Name Marielle Nageon de Lestang Title Treasurer  
Signature Marielle N Date 1/20/2023  
State of Florida  
County of Collier

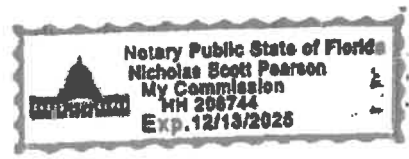
The foregoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of January, 2023, by

Marielle Nageon de Lestang who has produced personally known as identification.  
(Print or Type Name) (Type of Identification and Number)

Nicholas Pearson  
Notary Public Signature

Nicholas Pearson  
Printed Name of Notary Public

206744 / 12/13/2025  
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.



Company ID Number: 369491

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Turrell, Hall & Associates, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed





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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



**Company ID Number: 369491**

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

**d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.**

**e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.**

**f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.**

**g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with**



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.





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#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

**SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.**

#### **ARTICLE V**

##### **PARTIES**

**A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.**

**B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.**

**C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.**



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**D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.**

**E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.**

**F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).**

**G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.**

**H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.**



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**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

<b>Employer Turrell, Hall &amp; Associates, Inc.</b>	
<b>Marielle Kitchener</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>11/03/2010</b> Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>11/03/2010</b> Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

<b>Company Name:</b>	Turrell, Hall & Associates, Inc.
<b>Company Facility Address:</b>	3584 Exchange Avenue Naples, FL 34104
<b>Company Alternate Address:</b>	
<b>County or Parish:</b>	COLLIER
<b>Employer Identification Number:</b>	650235211



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North American Industry Classification Systems Code:	641
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> <li>FLORIDA 1 site(s)</li> </ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

<b>Name:</b>	<b>Amanda Horton</b>	<b>Fax Number:</b>	<b>(239) 643 - 6632</b>
<b>Telephone Number:</b>	<b>(239) 643 - 0166 ext. 212</b>		
<b>E-mail Address:</b>	<b>amanda@turrell-associates.com</b>		
<b>Name:</b>	<b>Marielle M Kitchener</b>	<b>Fax Number:</b>	<b>(239) 643 - 6632</b>
<b>Telephone Number:</b>	<b>(239) 643 - 0166 ext. 211</b>		
<b>E-mail Address:</b>	<b>marielle@turrell-associates.com</b>		
<b>Name:</b>	<b>Lee Russell</b>	<b>Fax Number:</b>	<b>(239) 643 - 6632</b>
<b>Telephone Number:</b>	<b>(239) 643 - 0166 ext. 201</b>		
<b>E-mail Address:</b>	<b>lee@turrell-associates.com</b>		

**Compliance with Federal Law, Regulations, And Executive Orders  
and Acknowledgement of Federal Funding**

**Certification**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the City for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The City may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name *Turrell, Hall & Associates, Inc.*

Date *1/20/2023*

Authorized Signature *Marillo M., Treasurer*

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, Collier City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

Turrell, Hall & Associates, Inc

By: *Marielle*  
**Signature**

Marielle Nageon de Lestang, Treasurer  
**Name and Title**

3584 Exchange Ave.  
**Street Address**

Naples, FL 34104  
**City, State, Zip**

623028198  
**UEI Unique Entity Identifier (for SAM.gov verification)**

1/20/2023  
**Date**

**Sub-Recipient Name:** Collier City Board of City Commissioners DEM

**Contract Number:** TBD

**FEMA Project Number:** TBD

**LOBBYING CERTIFICATION**  
*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Turrell, Hall & Associates, Inc.  
Contractor (Firm Name)

Marielle M  
Signature of Contractor's Authorized Official

Marielle Nageon de Lestang, Treasurer  
Name and Title of Contractor's Authorized Official

1/20/2023  
Date

**COLLIER COUNTY**  
**ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT**

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

**A. PRIME VENDOR/CONTRACTOR INFORMATION**

PRIME NAME <b>Turrell, Hall &amp; Associates</b>	PRIME FEID NUMBER <b>65-0235211</b>	CONTRACT DOLLAR AMOUNT <b>\$1,478,400.<sup>00</sup></b>
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N CONSULTATION? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N OTHER? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
	DBE? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
	MBE? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
	WBE? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
	SDS BA? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
IS THIS SUBMISSION A REVISION? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	IF YES, REVISION NUMBER	

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

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
WBE	Zion Marine	Commercial Diving	NMW	\$14,300. <sup>00</sup>	1%
WBE	Cella Molnar + Assoc. PR		NMW	\$41,507. <sup>49</sup>	2.8%
TOTALS:					

**C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR**

NAME OF SUBMITTER <b>Marielle Nageon delestang</b>	DATE <b>04/11/2023</b>	TITLE OF SUBMITTER <b>Treasurer</b>
EMAIL ADDRESS OF PRIME (SUBMITTER) <b>marielle@thanaples.com</b>	TELEPHONE NUMBER <b>(239) 648-0166</b>	FAX NUMBER

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

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

**D. SECTION TO BE COMPLETED BY COLLIER COUNTY**

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/IFP or FO/REC)	GRANT PROGRAM/CONTRACT
ACCEPTED BY:	DATE	