

CONTRACTOR'S AGREEMENT

RFP No. 23-018 OYSTER REEF RESTORATION PROJECT SITE 2

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 19th day of June 2023 by and between the **City of Naples** (the "CITY") and **Sea & Shoreline, LLC**, a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is a Florida municipal corporation in the State of Florida, 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, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR 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 CONTRACTOR 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 CONTRACTORS and SUBCONTRACTORS; and

WHEREAS, CONTRACTOR was the successful bidder for an advertised Invitation to Bid identified as RFP 23-018 titled Oyster Reef Restoration Project Site 2, which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (**RFP 23-018**) 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 CONTRACTOR 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. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in Invitation to bid (ITB), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, all hereinafter the "**Bid Documents**, as applicable." The **Bid 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. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated damages will be assessed against CONTRACTOR in an amount consistent with the current Section 8-10.2 Florida Department of Transportation Standard Specifications for each day after that the work contemplated by this Agreement is incomplete based on a NTP and its stated time frame of completion.
- c. This Agreement will commence on award and be in effect until completion of the project. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY. Substantial completion must be reached for all aspects of the project no later than 60 days from the issued Notice to Proceed. Final Completion must be reached for all aspects of the project no later than Thirty (30) days from substantial completion and an Administrative Close-out time frame of 30 days.

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR 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. The amount of the **Agreement is \$ 357,802.50**, which includes a **\$32,527.50. (10%)** City Control Contingency. CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed 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 CONTRACTOR's obligations. CONTRACTOR 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 CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONTRACTOR'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in **RFP 23-018**.

a. **Quality Guarantee/Warrantee**

a.1 CONTRACTOR will guarantee its work without disclaimers, unless otherwise specifically approved by the CITY, for a minimum of twelve (12) months from the final completion date.

a.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of the final completion.

a.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, including shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the CITY.

a.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the CONTRACTOR shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials, if in its judgment the items reflect unsatisfactory workmanship or manufacturing or shipping damage. The CONTRACTOR shall refund, to the CITY, any money which has been paid for same.

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 CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in **Exhibit "B."** CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONTRACTOR 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. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Katie Laakkonen, Environmental Specialist.
- c. CONTRACTOR's Project Manager assigned is Kevin Perry, Project Manager.

8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR 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 8th Street South; Naples, Florida 34102.
- b. **To CONTRACTOR:** Sea & Shoreline, LLC, Attention: Heather Herold, Director of Marketing; 4331 Cockroach Bay Boulevard; Ruskin, Florida 33570.

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR 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 CONTRACTOR, any subcontractor, 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. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

1. U.S.L. & H. and Jones Act (If applicable) Workers Compensation, as required by law for work performed in, on, or near navigable water shall be maintained by the Contractor.
 2. Watercraft Liability coverage shall be maintained by the Contractor in an amount no less than the General Liability limits referenced in the General Insurance Requirements.
 3. Protection and Indemnity insurance (P&I) may be accepted in lieu of or in addition to any of the coverages listed above.
- b. The CITY's General Insurance Requirements (attached as **Exhibit "C"**) apply. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** A Payment & Performance Bond shall be obtained by the CONTRACTOR and shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. CONTRACTOR prior to commencement of work, will record the Payment & Performance Bond in the public records of Collier County and furnish a copy of the original recorded bonds to the CITY Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
 - c. **Retainage.** As a method to assure completion of all project/work orders over the total amount of \$100,000.00, retainage in the amount of five percent (5%) of all work completed may be withheld from the payment. The retainage will be released upon completion of the CITY's final inspection and submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 22-037.
 - d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR 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 CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

f. Discrimination.

- i. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

g. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR'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 CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, 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. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR'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 CONTRACTOR.
- ii. CONTRACTOR 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. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify

the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

h. Indemnification.

- i. CONTRACTOR 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 CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR'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 CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR'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 CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR is a "Contractor" 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR 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 CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR'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 CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

- vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'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. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
- vii. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: 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.** CONTRACTOR agrees and understands that by entering into this contract, Contractor is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must 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)(3)(a) and (b) of the Ethics Code, except as otherwise prohibited by law:
 - 1. CONTRACTOR is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during t ears after termination, of the contract; and
 - 2. CONTRACTOR agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's two years of gross compensation from the city.
- 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. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify

- system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors 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, CONTRACTOR 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 CONTRACTOR and persons employed or utilized by CONTRACTOR 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. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, CONTRACTOR must ensure that the subcontractor(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"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
 - v. Liability Insurance. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall permit, and require its subcontractors 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. CONTRACTOR 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.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR 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, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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. CONTRACTOR hereby certifies that CONTRACTOR 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. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (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 CONTRACTOR 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.


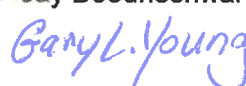
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

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


ATTEST:

By: 
Patricia L. Ramboski, City Clerk

CITY OF NAPLES, FLORIDA

By: 
FOR: Jay Boodheshwar, City Manager


Approved as to form and legal sufficiency:

By: 
City Attorney

SEA & SHORELINE LLC
4331 Cockroach Bay Boulevard
Ruskin, Florida 33570
Attention: Heather Herold, Director of Marketing

by Heather Herold
as its Director of Marketing and Authorized Agent

(CORPORATE SEAL)

ATTEST:



Printed Name: Jeff Huenink, Title CEO

STATE OF Florida

CITY OF Orange

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

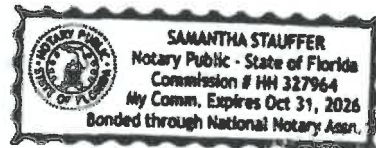
online notarization, this 28 day of June, 2023, by Heather Herold of Sea & Shoreline LLC, a Florida Limited Liability Company, on behalf of the company, and he/she is personally known to me or has produced N/A as identification.



Signature of Notary Public - State of Florida

Samantha Stauffer

Printed/Typed/Stamped Name of Notary



My commission expires: 10/31/2026

**City of Naples, FL
RFP No. 23-018
Oyster Reef Restoration Project Site 2 – RFP**

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**CITY OF NAPLES
REQUEST FOR PROPOSAL
OYSTER REEF RESTORATION PROJECT – SITE 2
RFP- 23-018
PROJECT SPECIFICATIONS & REQUIRMENTS**

A. INTRODUCTION

The City of Naples is soliciting proposals to construct ten oyster reefs in Naples Bay, Florida. Contractors and/or consulting firms qualified and experienced in marine engineering, water resources, and environmental restoration will be considered for award of this Request for Proposals (RFP).

B. BACKGROUND

Since the 1950's, Naples Bay located in Collier County, FL (Attachment A) has lost 80% of its oyster reefs due to development, dredging, erosion from boat wakes, and decreasing water quality. Oyster reefs are vital habitat for many organisms, increase coastal resiliency, and are the natural water filters of the bay. This project will create ten oyster reefs in Naples Bay which will provide a living shoreline to help protect against shoreline erosion, be resilient to sea level rise, provide additional mangrove habitat, and restore key oyster habitat.

C. SCOPE OF WORK

This project will consist of construction of ten artificial oyster reefs in Naples Bay, near the mouth of Haldeman Creek, (Figure 1, 26.119053°, -81.783995°), with a total restoration area of approximately 1.4 acres (Attachment B). All ten oyster reefs total approximately 9244 sq ft. Six of the outermost reefs (Figure 2, Reef # 1-6) will be constructed using loose, large washed fossilized shell ringed by limestone rock (1-3' in size). The four reefs closest to the mangroves (Reef # 7-10) will be constructed of loose, large washed fossilized shell only. All reefs will be constructed to an elevation equal to 6" above Mean High Water.

Spat seeding is not part of this project.

The contractor shall be responsible for:

- Conduct survey of site and stake out reef footprints with PVC rods or equivalent.
- Full construction of ten reefs at Site 2.
- Installation of a single piling and sign.
- Coordination of mobilization timed with delivery of material to Naples Landing.
- Survey of site post-construction for as-builts.
- Coordinating the use of Naples Landing with other contractors using the area.
- Obtaining a local marine permit from the City of Naples.



Figure 1: Location map, Oyster Restoration Site 2

Oyster reefs shall be constructed by first having a surveyor mark out the reef footprints (with PVC piping or equivalent). Material for reef creation will be provided by the City of Naples and the Florida Fish and Wildlife Conservation Commission (FWC) and will consist of large, clean (washed) loose shell cultch and limestone rock (1-3' in size). The earliest this material will be available for this project is July 2023. The material will be delivered to Naples Landing where the contractor will coordinate deployment as quickly as possible as material cannot be staged at Naples Landing for more than a few days. Once the reefs are created, PVC markers will be removed from around the perimeter of the reefs prior to demobilization from the site (after City staff inspection and approval).

The City of Naples will also supply the navigational warning sign and piling that shall be installed to the west of the restoration area as a part of this contract (Attachment B).

Contractor shall plan, organize, supervise, monitor, direct, schedule, and control the work competently and efficiently. Contractor will provide an onsite supervisor with experience to direct work. Contractor shall provide in its pricing all necessary tools, equipment, labor, workmanship and anything else required to complete the work described in a timely and accurate manner to meet project plans and time schedules.

Contractor shall be familiar with the job site and access. The designated construction access and staging areas are limited and shall be reviewed and agreed upon with the Permittee/Owner. Contractor should expect tidal fluctuations during the course of work and shall determine work schedule accordingly.

This project is fully permitted, authorizing construction of the oyster reefs in state waters by both the Florida Department of Environmental Protection (FDEP; Permit Number 0345034-001 EI) and the US-Army Corps of Engineers (Permit Number SAJ-2016-01788). All state, federal, and local permit requirements and conditions shall meet Best Management Practices and are a part of this contract. The contractor shall comply with all state and federal permit conditions. DEP permit conditions include language that the contractor must ensure that at least one-foot clearance exists between the deepest draft of the barge and top of any resources or bottom.

Table 1 shows the anticipated timeline for Site 2 oyster reef restoration. Actual construction is expected to take no more than two months, however contingency time is built in to account for reef materials sourcing, site accessibility constraints (tidally influenced location), weather and/or hurricane season related delays.

Table 1. Site 2 Oyster Reef Restoration Timeline

Year	2023			
Quarter	1	2	3	4
RFP				
Contractual bid process				
Bid award / agreement development				
Site 2 construction				
Final surveying				

***Quarters are based on calendar year, not fiscal year.**



Figure 2: Site 2 Oyster Reefs with Numbers

D. GENERAL CONDITIONS

1. Work shall begin upon the City of Naples issuing the contractor a Notice to Proceed (NTP). All work shall be performed Monday through Friday from 7am to 5pm; there is no work permitted on Saturday, Sunday or Public Holidays for this contract. Contractor shall coordinate with the City to ensure construction does not commence prior to the completion of the environmental resource survey (to be performed by others).
2. Site 2 construction is to be complete by October 31, 2023.
3. The contractor shall comply with all state and federal permit conditions, including turbidity control/monitoring, submission of as-builts, ensuring that at least one-foot clearance exists between the deepest draft of the barge and top of any resources or bottom, and other conditions. The U.S. Army Corps of Engineers (USACE) permit (SAJ-2016-01788(NW-SJR)) is attached (Attachment C). The Florida Department of Environmental Protection (FDEP) original permit is attached (Attachment D) along with the modification/extension (0345034-001 EI, Attachment E). All state, federal and local permit requirements and conditions shall meet Best Management Practices and are a part of this contract.
4. Contractor shall provide as-built surveys.
5. Contractor shall provide in its pricing all necessary tools, equipment, labor, workmanship, and anything else required to complete the work described in a timely and accurate manner to meet project plans and time schedules.
6. Contractor shall be familiar with the job site and access. The designated construction access and staging areas are limited and shall be reviewed and agreed upon with the Permittee/Owner. Contractor must coordinate use of Naples Landing with other contractors using the area.
7. Contractor shall be responsible to plan, organize, supervise, monitor, direct, schedule, and control the work competently and efficiently. Contractor shall provide an onsite supervisor with experience to direct this type of work. Contractor shall provide contact information for the personnel directing the referenced work including emergency contact numbers. The on-site supervisor for the contractor shall be on site throughout the construction of the project. Any changes in the designated supervision must be approved in advance by City staff.
8. Contractor should expect tidal fluctuations during the course of work and shall determine work schedule accordingly. While the site is partially protected by mangroves, the site may be subjected to waves and currents during storm fronts, contractor will need to monitor weather forecasts. Contractor shall ensure sufficient vertical and horizontal position control to construct, check and complete the work accurately.

DI. OBSERVATION OF THE WORK

The city staff may observe the work at any time. They may remove samples of materials for conformity to specifications. The city staff shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The City staff will be afforded sufficient time to schedule visit to the site. Contractor shall provide daily written updates of work, including amounts of reef materials placed. Failure of the city staff to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

F. LIABILITY

The successful Contractor will be responsible for the immediate cleanup of all spills, regardless of location or time. In addition, the successful Contractor will be responsible for any damage to City of Naples property or any designated vendor sites caused by the Contractor.

G. LICENSES AND PERMITS

All equipment operated by & composting site(s) used by the successful Contractor will be properly licensed and permitted.

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining local permits.

At a minimum, vendors must submit the following:

1. An active certified General Contractor or Marine Contractor license; and be certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

H. INSURANCE

The City's General Insurance Requirements on page 16 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

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

I. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

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

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

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

J. PROTECTION OF WORK, PROPERTY AND PERSON

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

K. CONDUCT

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

L. CONTRACTOR'S EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the

necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

M. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

N. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

Invoices shall 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.

O. NON-PERFORMANCE

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

P. QUALIFICATIONS

The Contractor must be licensed with a minimum of five (5) years' experience the work being performed. All bidders shall provide, with their bid proposal, a listing of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

Q. INSPECTION

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

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

R. REJECTING DEFECTIVE WORK

The Utilities Department's authorized representative will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. The Utilities Department's authorized representative will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected; contractor must correct all defective work within 3 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct

the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

S. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

T. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor.

U. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act

(Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

V. TRAFFIC CONTROL

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

W. 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 March 6, 2023
RFP Due Date	April 11, 2023
Evaluation Committee Meeting	Week of May 8, 2023
Council Meeting	Week of May 31, 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. 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
Understanding of the work to be done	5
Qualifications and experience	20
Construction and technical equipment and abilities	17
Approach to this project	10
Schedule for completion	5
Cost	40
Minority Business Enterprise	3

4. EVALUATION COMMITTEE:

The City Manager will appoint a selection committee to review and evaluate the firms using criteria discussed in the scope of work. The City, at its sole discretion, may contact the references and/or visit one or more of the sites of the projects listed in response to this solicitation as a part of the evaluation process. A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be one hour in length and be equally divided between the presentation and questions and answers. The presentation time and date (if necessary) will be assigned by the City.

5. SUBMITTAL REQUIREMENTS:

Qualified firms interested in providing oyster reef construction services described in this request 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 materials & manufacturers form, list of subcontractors form, and plant and equipment schedule form) and any applicable licenses / certifications.

NOTE: There is a 50 printed (single sided) page maximum for the information below.

TAB 2 - Understanding of the Work to be Done

- Demonstrate understanding of the project opportunities and challenges.
- Identify the potential project challenges and how you would recommend that each be addressed.

TAB 3 - Qualifications and Experience

- Demonstrate experience and qualifications of the lead firm on marine construction projects, as well as sub-firms on the project team. Experience should detail relevant experience in marine construction and/or aquatic environmental restoration.
- 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 (contact information only) for marine construction projects led by the proposed Project Manager within the past 5-years (NOTE: this is separate and different than the references required in Mandatory Forms.)

TAB 4 – Construction and technical equipment abilities.

- Demonstrate aquatic construction capabilities, and technical equipment and facilities, or ability to acquire.

TAB 5 - Approach to this Project

- Provide your firm's approach to achieving the project's scope of work.
- Include in this section information related to the materials & manufacturers form, list of sub-contractors form, and plant and equipment schedule form that were included in TAB 1 for Baseline Eligibility.
- 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.
- Include any cost savings ideas.

TAB 6 - Schedule for Completion

- Demonstrate ability to comply with the required delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments.
- From a detailed project schedule, show the firm's general work load capacity.
- Time is an important aspect of the project and if the firm does not believe the stated timeframe is achievable, please indicate the reasons and provide an alternative schedule.

TAB 7 – Cost

- Provide a signed Cost / Schedule of Values as contained within the bid documents.

TAB 8 – Minority Business Enterprise

- Documentation showing if firm possesses Minority Business Enterprise (MBE) certification.

6. 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.

7. 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 construction services. Should contract negotiations fail with the top ranked team, the City will enter into discussions with the second ranked team, 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.

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

ADDENDUM NUMBER 1

NOTIFICATION DATE: 3/28/2023	SOLICITATION TITLE: OYSTER REEF RESTORATION PROJECT SITE 2 - RFP	SOLICITATION NUMBER: 23-018	BID OPENING DATE & TIME: 4/11/2023 2:00PM
---	---	--	--

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

The following answers to written submitted questions:

1. At the pre-bid it was mentioned that a government agency was supplying the rock and the shell materials. What is the location where those materials will be coming from?

This has not been determined yet and FWC would be required to do an open bid for a vendor to supply the materials.

2. What are the materials like? Large shell, small shell, what size is the rock?

As specified in the RFP documents, material will be large, washed shell and 1'-3' rock.

3. Who has the responsibility of loading the materials for transport?

The vendor secured by the Florida Fish and Wildlife Conservation Commission.

4. Who is responsible for transporting the materials?

The vendor secured by the Florida Fish and Wildlife Conservation Commission.

5. Are the materials being transported to a nearby location?

They will be transported to Naples Landing.

###

IMPORTANT MESSAGE

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

SCHEDULE OF VALUES
RFP 23-018
Oyster Reef Site 2 Restoration

SCHEDULE OF VALUES – Oyster Reef Restoration, Site 2
For inclusion in TAB 7 of the Proposal.

Item No.	Item Description*	Units	Quantity	Unit Cost	Cost
Reef Site 2					
1	Mobilization/Demobilization	EA	1	\$97,500.00	\$97,500.00
2	Oyster Reef Materials** - Limestone Rock (1.0-3.0' diameter) (materials provided)	TONS	198	\$210.00	\$41,580.00
3	Oyster Reef Materials** - Large washed fossilized shell (materials provided)	TONS	823	\$215.00	\$176,945.00
4	Single Piling Warning Sign (materials provided)	EA	1	\$3,250.00	\$3,250.00
5	Floating Turbidity Barriers	LF	150	\$40.00	\$6,000.00
TOTAL COST:					\$325,275.00

*Items include all construction costs. **Material quantities are estimated. reefs shall be built to specifications in permitted plans. All materials (rock and shell piling/sign) will be provided by the City of Naples and Florida Fish and Wildlife Conservation Commission.

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES^x NO

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?	X		3%
Discount for early payment?		X	
Prompt payment terms: <u>N/A</u> % <u> </u> Days; Net 30 Days		X	

Company Name: Sea & Shoreline LLC

EIN: 47-1297120

Email: heather@seaandshoreline.com

Name and Title of individual completing this schedule:

Heather Herold

Chief Sales & Marketing Officer

(Printed Name)

(Title)

(Signature)

4/5/2023

(Date)

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.

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 Sea & Shoreline LLC

Print Name Heather Herold Title Chief Sales & Marketing Officer

Signature *Heather Herold* Date 4/5/23

State of Florida

County of Orange

The foregoing instrument was signed and acknowledged before me this 5th day of March, 2023, by

Heather Herold who has produced Drivers License H643-321-63-8685-0 as identification.
(Print or Type Name) (Type of Identification and Number)

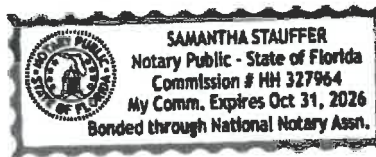
Samantha Stauffer
Notary Public Signature

Samantha Stauffer

Printed Name of Notary Public

327964/ 10/31/2026

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.