

EXECUTIVE SUMMARY

Recommendation to approve and authorize the Chairman to execute Contract No. 14-6343 – Tropical Storm (TS) Debbie Naples Beach Renourishment (Sand Supply and Delivery) to supply and deliver approximately 78,678 tons of beach quality sand as authorized by the Federal Emergency Management Agency (FEMA) PW 0679-Naples Beach Renourishment project to Phillips and Jordan, Inc. for \$1,823,635.56 (Project 195-90038), authorize staff to withhold Notice-to-Proceed issuance until the FEMA PW revision has been issued, authorize all required budget amendments, and make a finding that this item promotes tourism.

OBJECTIVE: To provide and deliver beach quality sand for the TS Debbie-Naples Beach Renourishment.

CONSIDERATIONS: This beach renourishment is 100% in response to damages created by TS Debbie to the Naples beach with reimbursement of 75% of eligible federal storm expenses and 12.5% of eligible state storm expenses.

ITB No. 14-6343 for the supply and delivery of approximately 78,678 tons of beach quality sand as authorized by FEMA PW 0679 was posted on August 29, 2014 with notices sent to 1,825 firms and 41 firms downloading full packages. Two responses were received on the September 15, 2014 due date. Staff evaluated the bids and determined that Phillips and Jordan, Inc. was the lowest qualified and responsive bidder. The Board of County Commissioners local vendor preference policy was not included in this solicitation given that grant stipulations require full and open competition.

Phillips and Jordan, Inc. is a very experienced contractor that has successfully completed the hauling and placement of last year's Park Shore and Naples beach renourishment. Sand for this project will be provided by the Stewart Mine in Immokalee, Florida. The Stewart Mine has provided the sand for all of the Collier County truck haul projects since 2010. Phillips and Jordan has reviewed the County's schedule and is committed to work with the sand placement contractor to renourish the Naples Beach with approximately 78,678 tons of sand. Beach renourishment must be complete by 12/20/2014. Truck haul routes inside Lee County have been discussed and approved by Lee County Assistant County Manager Douglas Meurer and staff. Truck routes inside the City of Naples have been approved by the Naples City Council.

Staff recommends that ITB No. 14-6343 be awarded to Phillips and Jordan, Inc. as the lowest, qualified and responsive bidder. The bid tab is listed as Attachment A.

A Notice-to-Proceed (NTP) to Phillips and Jordan, Inc. will not be issued until FEMA has updated the means and methods to PW 0679 to allow truck haul construction from an upland sand source. This is expected to be in place by 10/28/2014. However, staff is requesting that the BCC approve this contract but direct staff to withhold issuance until the FEMA PW revision has been issued.

FISCAL IMPACT: The expenditure of \$1,823,635.56 for the supply and delivery of sand to the Naples Beach Renourishment project (Project 195-90038) was anticipated during development of the FY 14/15 Tourist Development Tax Beach Renourishment Fund (195) budget. A budget amendment will be necessary to move funds in the amount of \$1,823,635.56 from Tourist Development Tax Fund 195, Project 80096 – Beach Analysis design into Project 90038 – TS Debbie Naples Beach PW 0679.

The cost for the entire project including the sand supply, delivery, placement, CEI and engineering activities is currently estimated at \$2,730,000. \$2,500,000 was originally budgeted for this project. Funding is available through TDC Fund 195 reserves and will reduce reserves for future construction by approximately \$230,000.

Federal Emergency Management Administration (FEMA) Disaster 4068 - PW 0679-1 has been authorized to provide emergency funding to repair the damages to the Naples Beach. This PW will reimburse Collier County for 75% of eligible federal storm expenses and 12.5% of eligible state storm expenses. It is expected that all but the 12.5% (approximately \$227,955) local share of eligible expenses will be reimbursed to Collier County using TDC Fund 195.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan related to this action.

COMMITTEE RECOMMENDATIONS: This item will be presented to the Coastal Advisory Committee on 10/23/2014 for a recommendation of approval and 10/27/2014 to the Tourist Development Council for a recommendation of approval. Results of these advisory board actions will be sent to the Board of County Commissioners after each Advisory Board meeting.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality and requires majority vote for approval. – CMG

RECOMMENDATION: That the Board of County Commissioners approve and authorize the Chairman to execute Contract No. 14-6343 – Tropical Storm (TS) Debbie Naples Beach Renourishment (Sand Supply and Delivery) to supply and deliver approximately 78,678 tons of beach quality sand as authorized by FEMA PW 0679-Naples Beach Renourishment project to Phillips and Jordan, Inc. for \$1,823,635.56 (Project 195-90038); authorize staff to withhold Notice-to-Proceed (NTP) issuance until the FEMA PW revision have been issued; authorize all required budget amendments and make a finding that this item promotes tourism.

Prepared By: J. Gary McAlpin, P.E., Coastal Zone Management

Attachment A: Bid Tabulations

Attachment B: Phillips and Jordan, Inc. Contract

Line #	Description	Phillips & Jordan, Inc	Cemex
12	Bid Total	\$ 1,823,635.56	\$ 2,848,930.38
	Attachment II: Check List	yes	yes
	Attachment III: Bid Response	yes	yes
	Attachment IV: Immigration	yes	yes
	Attachment V: W9	yes	yes
	Attachment VI: Insurance	yes	yes
	Sand Sample	yes	yes
	Grant Forms	yes	yes

Opened/Date: Adam Northrup; 09/15/2014; 3:00PM

Opened/Date:Brenda Reaves; 09/15/2014; 3:00PM

AGREEMENT 14-6343

For

Naples Beach Renourishment (Sand Supply and Delivery)

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Owner") and Phillips and Jordan, Inc., authorized to do business in the State of Florida, whose business address is 8940 Gall Blvd, Zephyrhills, FL 33541(hereinafter referred to as the "Contractor").

WITNESSETH:

1. **COMMENCEMENT.** The Contractor shall commence the work upon issuance of a Notice to Proceed ("NTP"). The contract shall be for a thirty-three (33) day period, commencing on November 10, 2014 and terminating December 13, 2014, or until such time as all outstanding Purchase Orders issued prior to the expiration of the Agreement period have been completed or terminated. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
2. **STATEMENT OF WORK.** The Contractor shall supply sand and provide delivery services for the Natural Resources Department in accordance with the terms and conditions of ITB #14-6343 – Naples Beach Renourishment (Sand Supply and Delivery) and the Contractor's proposal, which is incorporated by reference and made an integral part of this Agreement.
3. **THE CONTRACT SUM.** The Owner shall pay the Contractor for the performance of the Work pursuant to the unit prices offered by the Contractor in his response to ITB #14-6343 - Naples Beach Renourishment (Sand Supply and Delivery).
4. **NOTICES.** All notices required or made pursuant to this Agreement to be given by the County to the Contractor shall be made in writing and shall be delivered by hand, by fax, e-mail, or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following Contractor's address of record:

**Phillips and Jordan, Inc.
8940 Gall Blvd
Zephyrhills, FL 33541
Telephone: 813-783-1132
FAX: 813-783-3140
Attn: Art Phelps, Asst. Vice President**

All notices required or made pursuant to this Agreement to be given by the Contractor to the County shall be in writing and shall be delivered by hand, by fax, e-mail, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following County's address of record:



**Collier County Government Complex
Purchasing Department
3327 East Tamiami Trail
Naples, Florida 34112
Attention: Joanne Markiewicz
Director, Procurement Services
Phone: 239-252-8407
Fax: 239-252-6480**

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

5. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
6. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, Florida Statutes, all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. Contractor is not responsible for paying for permits issued by Collier County, but is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier county agencies when the Contractor is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor. Owner will not be obligated to pay for any permits obtained by Subcontractors. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

7. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
8. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County and requirements of this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.
9. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
10. **INSURANCE.** The Contractor shall provide insurance as follows:

- A. **Commercial General Liability**: Coverage shall have minimum limits of ~~\$1,000,000~~ ^{\$17,000,000} Per Occurrence, \$2,000,000 aggregate, for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent contractors; Products and Completed Operations and Contractual Liability.
- B. **Business Auto Liability**: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C. **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Special Requirements: Collier County Board of County Commissioners shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

11. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

11.1 The duty to defend under this Article 11 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 11 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12. **BONDS.**

- A. When a construction project is in excess of \$200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.
- B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party (ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "A".
- C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

13. **PAYMENTS.** Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may indicate on his response to the Request for Quotation his wish to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit "B" as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit "C".

14. **PAYMENTS WITHHELD.** Owner may decline to approve any Application for Payment, or portions thereof, because of defective or incomplete work, outstanding punchlist items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

15. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.

16. **CONTRACT TIME AND TIME EXTENSIONS.**

- A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of



others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.

- B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
17. **CHANGES IN THE WORK.** Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this Contract shall be in compliance with the County Purchasing Ordinance and Procedures in effect at the time such modifications are authorized.
18. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in accordance with the Purchasing Ordinance and Purchasing Procedures.
19. **COMPLIANCE WITH LAWS.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3))). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner in writing.
20. **CLEAN UP.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

21. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.
22. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the ITB, the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
23. **WARRANTY.** Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.
- Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.
- If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.
24. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
25. **TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the Owner the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.

26. **PROTECTION OF WORK.**

- A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- C. Contractor shall not disturb any benchmark established by the Owner with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the Owner's benchmarks, Contractor shall immediately notify Owner. The Owner shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

27. **EMERGENCIES.** In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

28. **LIQUIDATED DAMAGES.** The "Commencement Date" shall be established in the NTP to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for Quotation. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall reach final completion and be ready for final acceptance by Owner within the time specified in the Request for Quotation.

Owner and Contractor recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified in the Request for Quotation. Should Contractor fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages, but not as a penalty, the amount specified in the Request for Quotation for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

29. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Natural Resources Department.
30. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the attached or referenced component parts, all of which are as fully a part of the Agreement as if herein set out verbatim, including: Contractor's Proposal, Insurance Certificate(s), ITB No. 14-6343, Exhibit "A" Public Payment Bond and Public Performance Bond, Exhibit "B" Release and Affidavit Form, Exhibit "C" Form of Contract Application for Payment, Exhibit "D" Supplemental Terms and Conditions, Addenda, and any Quotation(s), made or issued pursuant to this Agreement.
31. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
32. **SUBJECT TO APPROPRIATION.** It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
33. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax.
34. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

35. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
36. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
37. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
38. **SECURITY.** If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.
39. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

40. **SAFETY.** All contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any

department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Department Safety Manager and/or Safety Engineer.

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*****Remainder of page intentionally left blank*****



IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA**

ATTEST:
Dwight E. Brock, Clerk of Courts

By: _____

Dated: _____
(Seal)

By: _____
Tom Henning, Chairman

Phillips and Jordan, Inc.
Contractor

By: _____
Signature

First Witness

Print Name and Title

Print Name and Title

Second Witness

Print Name and Title

Approved as to Form and Legality:



Assistant County Attorney



**EXHIBIT A
PUBLIC PAYMENT BOND**

Bond No. _____
Contract No. 14-6343

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to _____ as Oblige in the sum of _____ (\$ _____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Oblige for _____ in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of under-signed representative, pursuant to authority of its governing body.



Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witnesses as to Principal

By: _____

Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature of Notary)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witness as to Surety

(Printed Name)

OR



Witnesses

As Attorney in Fact
(Attach Power of Attorney)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____



**EXHIBIT A-2
PUBLIC PERFORMANCE BOND**

Bond No. _____
Contract No. 14-6343

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, and _____
_____, as Surety, located at _____
_____ (Business Address) are held and firmly bound to _____
_____, as Oblige in the sum of _____
_____ (\$ _____) for the payment whereof we bond ourselves, our heirs,
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____,
20____, with Oblige for _____

_____ in accordance with drawings and specifications, which contractor is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Oblige; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alternations or additions to the terms of the Contract or to work or to the specifications.



This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penal sum of this Performance bond regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of :

PRINCIPAL:

Witnesses as to Principal

By: _____

Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
201____, by _____, as _____ of _____
_____, a _____ corporation, on behalf of the corporation.
He/She is personally known to me OR has produced _____ as identification and
did (did not) take an oath.

My Commission Expires:

(Signature of Notary)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____



ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney in Fact
(Attach Power of Attorney)

(Business Address)

(Printed Name)

(Telephone Number)

Witness as to Surety

Witnesses

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____



EXHIBIT B
RELEASE AND AFFIDAVIT FORM

COUNTY OF COLLIER)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____
_____ who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____
paid, _____ ("Contractor") releases and waives for itself and it's
subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses,
whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in
any way to the performance of the Agreement between Contractor and Owner, dated _____,
20____ for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges
for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a
lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions,
claims of liens or other charges filed or asserted against the Owner arising out of the performance by
Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment
No. _____.

CONTRACTOR

BY: _____

ITS: _____ President

DATE: _____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commissioner No.: _____



EXHIBIT C
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or
Collier County Water-Sewer District (the OWNER)

Bid No. 14-6343
Project No. _____
Application Date _____

FROM: _____ (Contractor's Representative)

(Contractor's Name)
(Contractor's Address)

Payment Application No. _____
for Work accomplished through the Date: _____

RE: _____ (Project Name)

Original Contract Time: _____
Revised Contract Time: _____

Original Contract Amount: \$ _____
Total Change Orders to Date \$ _____
Revised Contract Amount \$ _____
Total value of Work Completed and stored to Date \$ _____
Less previous payment (s) \$ _____
AMOUNT DUE THIS APPLICATION: \$ _____

Retainage @ 10% thru [insert date] \$ _____
Retainage @ ___% after [insert date] \$ _____
Percent Work completed to Date: _____ %
Percent Contract Time completed to Date _____ %

Liquidated Damages to be Accrued \$ _____

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION

CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; (4) and CONTRACTOR agrees that all overruns as shown on the monthly estimate summary shall, in fact, be added to the revised contract and shall be incorporated into a future Change Order:

By CONTRACTOR: _____ (Contractor's Name)

DATE: _____ (Signature)

(Type Name & Title)
(shall be signed by a duly authorized representative of CONTRACTOR)

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended:

By Design Professional : _____ (DP's Name)

(Signature) DATE: _____

(Type Name & Title)

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is approved:

By OWNER'S Project Manager: _____ (Signature) DATE: _____

(Type Name and Title)



Exhibit D – Supplemental Terms and Conditions

(following this page)



EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS
FEMA 97.036 Provisions

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.

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractors 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 Department and 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. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Administrative, Contractual, or Legal Remedies

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.

Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS
FEMA 97.036 Provisions

services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall

- promptly discontinue all affected work (unless the notice directs otherwise) and
- deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations

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

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 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, creed, color, or national origin.
- 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive
- Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS
FEMA 97.036 Provisions

- The contractor will include the provisions of Paragraphs (1) through (7) 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 No. 11246 of Sept. 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 contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.

The Contractor agrees it will require that mechanics and laborers (including watchmen and guards) employed on this federally assisted contract be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.

The Contractor agrees it will require that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

Copeland "Anti-Kickback" Act (U.S.C. Section 51)

The Contractor agrees to comply with the Anti-Kickback Act of 1968 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

Reporting

The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting.

Patents and Data

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.



EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS
FEMA 97.036 Provisions

Access to Records

The local government, the Florida Department of Emergency Management, the Federal grantor agency, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of Records

The contractor shall retain all records relating to this contract for **five (5)** years after the local government makes final payment and all other pending matters are closed.

Clean Air Act, Federal Water Pollution Control Act, Executive Order 11738, and US EPA Regulations

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the Contractor or recipient to comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Energy Efficiency Standards

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Debarment and Suspension (Executive Orders 12549 and 12689)

Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the nonprocurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals. Vendors submitting proposals for this purchase must attest that they, and their subcontractors and partners, are not excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Contractor's debarment and suspension status will be validated at the System for Award Management at www.sam.gov and the State of Florida at [http://dms.myflorida.com/business/operations/state/purchasing/ vendor information](http://dms.myflorida.com/business/operations/state/purchasing/vendor_information).



EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

FEMA 97.036 Provisions

If appropriate to the project, the Contractor will provide assurances regarding the following:

- It will establish safeguards to prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
- It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes.
- It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
- It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686), which prohibits discrimination on the basis of sex.
- It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, that relate to confidentiality of alcohol and drug abuse patient records.
- It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
- It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.
- It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974 (42 U.S.C. 300f-300j) regarding the protection of underground water sources.
- It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
- It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
- It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
- It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-763.
- It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic **rivers system**.
- It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
- It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
- It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
- It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.



**EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS
FEMA 97.036 Certifications and Forms**

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

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
2. General Grant Clauses
3. Disclosure of Lobbying Activities
4. Conflict of Interest Affidavit
5. Anticipated DBE or M/WBE Participation Statement
6. Construction Contractors Bid Opportunity List



COLLIER COUNTY

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Art Phelps</u>	<u>Naples Beach Renourishment (Sand Supply & Delivery)</u>
Name	Project Name
<u>Asst. Vice President</u>	<u>14-6343</u>
Title	Project Number
<u>Phillips and Jordan, Inc.</u>	<u>56-0694573</u>
Firm	Tax ID Number
<u>8940 Gall Blvd.</u>	<u>00-384-5336</u>
Street Address	DUNS Number
<u>Zephyrhills, FL 33541</u>	

City, State, Zip



Signature

9.15.2014

Date



Collier County

Acknowledgement of Terms, Conditions, and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor 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 Department and 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. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Grant Clauses

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name Phillips and Jordan, Inc. Date 9.15.2014

Authorized Signature 

Address 8940 Gall Blvd.
Zephyrhills, FL 33541

Solicitation Naples Beach Renourishment (Sand Supply & Delivery) Contract # 14-6343



COLLIER COUNTY

CERTIFICATION REGARDING LOBBYING

The undersigned Phillips and Jordan, Inc. (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, Phillips and Jordan, Inc., 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Vendor/Contractor's Authorized Official

Art Phelps, Asst. Vice President

Name and Title of Vendor/Contractor's Authorized Official

9.15.2014

Date



CONFLICT OF INTEREST CERTIFICATION

14-6343
Collier County Solicitation No.

I, Phillips and Jordan, Inc., hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

Art Phelps
Name


Signature

Asst. Vice President
Position

9.15.2014
Date

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

**COLLIER COUNTY
 ANTICIPATED DBE OR M/WBE PARTICIPATION STATEMENT**

DBE/MBE/WBE 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	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Phillips and Jordan, Inc.	56-0694573	\$1,823,635.56
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION?	DBE? Y N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? Y N
	MBE? Y N	CONSULTATION? Y N
	WBE? Y N	OTHER? Y N
	SDB 8A? Y N	
IS THIS SUBMISSION A REVISION?	Y N	IF YES, REVISION NUMBER

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS DBE/MBE, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
DBE	M/WBE	None				
DBE	M/WBE					
DBE	M/WBE					
DBE	M/WBE					
DBE	M/WBE					
DBE	M/WBE					
DBE	M/WBE					
TOTALS:						

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Art Phelps	9.15.2014	Asst. Vice President
EMAIL ADDRESS OF PRIME (SUBMITTER)	TELEPHONE NUMBER	FAX NUMBER
flestimate@pandj.com	813.783.1132	813.783.3140

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

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

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

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



**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

1. Federal Tax ID Number: None
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

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 Between \$10 - \$15 million
 More than \$15 million

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2. Firm Name: _____
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4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million



**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

1. Federal Tax ID Number: None
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
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 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
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 Less than \$1 million
 Between \$1 - \$5 million
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 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
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4. Address: _____

5. Year Firm Established: _____

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8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
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 More than \$15 million

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4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million





GRANT FUNDED INVITATION TO BID

Date: 08/29/2014

From: Adam Northrup, Procurement Strategist
(239) 252-6098, Telephone Number
(239) 252-6302, FAX
Adamnorthrup@colliergov.net, Email Address

To: Prospective Vendors

Subject: Solicitation: 14-6343 Naples Beach Renourishment (Sand Supply and Delivery)

As requested by the Natural Resources Department, the Collier County Board of County Commissioners Purchasing Department has issued this ITB for the purpose of obtaining fair and competitive responses.

Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

We look forward to your participation in Collier County's competitive procurement process.

cc: Gary McAlpin, Natural Resources



Purchasing Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • www.colliergov.net/purchasing



Invitation to Bid

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Public Notice

Sealed bid responses for **Solicitation 13-6343 – Naples Beach Renourishment (Sand Supply and Delivery)**, will be received electronically only at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112 until **3:00 p.m.** Collier County local time on **Monday September 15, 2014**. ITB responses received after the stated time and date will not be accepted.

Solicitation 13-6343 – Naples Beach Renourishment (Sand Supply and Delivery)

No pre-bid conference will be held for this solicitation

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response forms included and only available for download from the Collier County Purchasing Department Online Bidding System website noted herein. **ITB Documents obtained from sources other than Collier County Purchasing Online Bidding System may not be accurate or current.**

Collier County encourages vendors to utilize recycled paper on all manual bid response submittals.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: /s/ Joanne Markiewicz
Joanne Markiewicz
Director, Procurement Services

Publicly posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the lobby of the Purchasing Building on 08/29/2014.



Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Natural Resources Department (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Purchasing Department (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bids from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached. The Vendor, at a minimum, must achieve the requirements of the Scope of Work and specifications stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners purchasing ordinance.

Brief Description of Purchase

Supply and Delivery of sand, from an approved upland sand source, for the Naples Beach Renourishment Project. **Please note, this is for supply and delivery of sand only.**

Background

The nourishment project will be constructed using an upland sand source. The project has three approved upland sand sources: Immokalee (Stewart), Witherspoon (Vulcan), and Lake Wales (Cemex), but not limited, to these three mines as long as it meets FDEP QA/QC qualifications. It is assumed that the sand will have no greater than a 6% moisture content, leading to a relationship of 1.5 tons/cy for sand delivery from the pit. Any truck that is loaded with a moisture content greater than 6%, the tonnage and payment will be adjust accordingly.

The total volume of material is 52,452 cubic yards (78,678 tons) of beach quality sand.

Detailed Scope of Work

See Exhibit V – Technical Specifications 14-6343

Sand Sources

See Exhibit VI – Standard Details (Sand source) 14-6343

Delivery Routes

See Exhibit VII – Truck Routes 14-6343

Permits

See Exhibit VIII – FDEP & USACE Permits 14-6343

Award Criteria

ITB award criteria is as follows:

- All questions on the Bid document shall be answered as to price(s), time requirements, and required document submissions.



- Award shall be based upon the responses to all questions on the Bid Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- Prices will be read in public exactly as input on the electronic bid response form or written on the manually submitted Bid Response Page(s) at the time of the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the County to reflect the proper response.
- The County's Purchasing Department reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s) in accordance with the following methodology:

On Attachment 7 – Bid Schedule, input unit pricing for lines 1 – 5, as demonstrated below in yellow.

PLEASE NOTE! THIS TABLE IS ONLY FOR EXAMPLE, ACTUAL BID SCHEDULE IS INCLUDED IN ATTACHMENT 7.					
Item	Description	Unit	Quantity	Unit Price	Sub Total
1	Provide sand	Ton	78,678		\$0.00
2	Transport sand	Ton	78,678		\$0.00
3	Sediment QA/QC Testing	Lump Sum	1		\$0.00
4	Maintenance of Traffic	Lump Sum	1		\$0.00
5	Project Management/Truck Tracking	Lump Sum	1		\$0.00
6	BID TOTAL				\$0.00

The unit pricing will be multiplied by the requested quantities on each line to yield each individual line's subtotal. The Subtotals from lines 1 – 5 will be added together to yield line 6 **BID TOTAL**. Report line 6 BID TOTAL on Attachment 3: Bid Response Form.

- Collier County reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.
- The contract will be in the form of a Collier County short form construction contract.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for current needs only. Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

Event	Date
Issue Solicitation Notice	08/29/2014
Last Date for Receipt of Written Questions	09/10/2014, 3:00PM
Solicitation Deadline Date and Time	09/15/2014, 3:00PM
Anticipated Evaluation of Submittals	Week of 09/15/2014
Anticipated Completion of Contract Negotiations	Week of 09/22/2014
Anticipated Board of County Commissioner's Contract Approval Date	10/14/2014



Vendor Required Documents

- Attachment 2: Vendor's Check List
- Attachment 3: Vendor Response Form
- Attachment 4: Immigration Law Affidavit Certification
- Attachment 5: Vendor Substitute W – 9
- Attachment 6: Insurance and Bonding Requirements
- Attachment 7: Bid Schedule
- E-Verify company profile page or memorandum of understanding
- Excluded Parties List System Documentation located at: www.sam.gov, and select SEARCH.
- Exhibit I – Supplemental Terms and Conditions



Exhibit I: Granting Agency Requirements

See file titled Exhibit I – Supplemental Terms and Conditions



Exhibit II: General Bid Instructions

1. Purpose/Objective

As requested by the Collier County departments or divisions identified in Exhibit 1, the Collier County Board of County Commissioners Purchasing Department (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor".

All bids must be submitted on the Bid forms furnished by the County noted in Attachments 2, 3, 4, 5, 6, and 7 of this ITB. No bid will be considered unless the Bid form is properly signed. Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. Pricing

Vendors must provide unit prices using the unit of measured specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined in Exhibit I: Term of Contract.

3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

4. Equal Product

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found to be equal or similar in quality, standard of performance, design, etc. to the item specified. Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar.

Equal product samples, if required for evaluation, and at no cost to the County, must be submitted with the Bid. These samples must be submitted to the County during the bid evaluation period. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.



5. Discounts

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

6. Exceptions

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". Failure to indicate any exceptions shall be interpreted as the Vendors intent to fully comply with the specifications as written. Exceptions taken by the Vendor may be deemed grounds for rejection of bid response.

7. Addenda

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. Additionally, all addendums are posted on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. Before submitting a bid response, please make sure that you have read all, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

8. Bid Submission

The County preferred method of bid submittal is electronic.

All electronic bids shall be submitted online via the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid.

If you are unable to submit via the Online Bidding System, all paper bids shall be submitted to the County Procurement Director, Collier County Government Complex, Purchasing Building "G", Naples, FL 34112, by the date and time as stated in the Legal Notice. The County assumes no responsibility for bid responses received after the due date and time, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather or any other reason. Late bid responses shall be returned unopened, and shall not be considered for award. Vendors must submit **one (1) paper copy clearly labeled "Master," and one (1) compact disks (CD's/DVD's) with a copy of the vendor's proposal on each CD in Word, Excel or PDF.** List the Solicitation Number and Title on the outside of the box or envelope.

All bids sent by courier service **must** have the bid number and title on the **outside** of the courier packet.

Vendors who wish to receive copies of bids after the bid opening may view and download same from the Collier County Purchasing Department Internet bid site.



9. Questions

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Purchasing Department Internet website: www.colliergov.net/bid. Questions will not be answered after the date noted on the ITB.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

10. Protests

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current purchasing ordinance and policies.

11. Rejection and Waiver

The County reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the County.

Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

12. Lobbying

All firms are hereby placed on NOTICE that the County Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the County Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Collier County with the exception of the Purchasing Department.

13. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

14. General Information



When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County.

Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes.

15. Bid Award Process

Award of contract will be made by the Board of County Commissioners in public session.

Award shall be made in a manner consistent with the County's purchasing ordinance. Award recommendations will be posted outside the offices of the Purchasing Department as well as on the Collier County Purchasing Department website on Wednesdays and Thursdays prior to the County Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

16. Grant Funded Purchases

Vendors submitting proposals for this purchase must validate that they are not excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Information for the former "Excluded Parties List System" may be found at the **System for Award Management (SAM)** website at www.sam.gov, and select SEARCH. This is a free web-site which consolidates Federal procurement systems and the Catalog of Federal Domestic Assistance. Currently CCR, FedReg, ORCA and EPLS have been migrated into SAM.

- a. American Recovery and Reinvestment Act of 2009 Special Terms and Conditions: The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.
 - i. **Registration:** Section 1512 provides that first tier Contractors of ARRA funds must register with Central Contractor Registration database (CCR). CCR registration can be completed at <http://www.ccr.gov>. CCR registration must be completed before the first quarterly Section 1512 report is due.
 - ii. **Reporting:** Section 1512 provides for federal reporting on projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA), requires vendors contractors to report their Dun and Bradstreet number (DUNS). Vendors who do not know their DUNS number may receive more information through www.dnb.com and select "D & B D-U-N-S Number." A DUNS number request takes approximately 30 days to receive and there is no cost.



- Vendors will need this number if they are awarded a project with ARRA funds by Collier County. If a project is grant funded, and to satisfy the grant reprinting requirements, the County may require additional reporting information from the vendor (i.e. job reports, etc.).
- iii. Buy American: Section 1605(a) of the Recovery Act directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the construction, alteration or repair of a public building or public work unless all the iron, steel and manufactured goods used are produced in the United States. The law covers Recovery Act-funded federal contracts as well as Recovery Act-funded state and local public works projects.
 - iv. Davis Bacon: Section 1606 of the Recovery act directs that projects awarded as a result of this contract may be subject to federal grant requirements involving prevailing wages as described in the US Department of Labor's site <http://www.gpo.gov/davisbacon/fl.html>.
 - v. Waste Disposal: The County may request the assistance of the awarded supplier to assist with developing a disposal plan for sanitary or hazardous waste generated by a specific project.
- c. Davis Bacon: Projects awarded as a result of this contract may be subject to federal grant requirements involving prevailing wages as described in the US Department of Labor's site <http://www.gpo.gov/davisbacon/fl.html>.
 - d. Department of Transportation Disadvantaged Business Enterprise (DBE) program is intended to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, airport, and highway safety financial assistance programs. Projects awarded as a result of this contract may be subject to federal grant requirements under the DBE program. Additional information may be found at: <http://www.dotcr.ost.dot.gov/asp/dbe.asp>.

Exhibit III: Standard Purchase Order Terms and Conditions

1. Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. Shipping and Invoices

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to

actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

- b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services



is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including

claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national



origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and

conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.



Exhibit IV: Additional ITB Terms and Conditions

1. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the purchasing ordinance.

2. Conflict of Interest

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the County as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

3. Vendor Performance Evaluation

Collier County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of agreement.

4. Use of Subcontractors

Bidders on any service related project, including construction, must be qualified and directly responsible for 20% or more of the solicitation amount for said work.

5. Deductions for Non-Performance

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

6. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

7. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.



All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

8. Public Records Compliance

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

9. Standards of Conduct

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

10. Licenses

The Vendor is required to possess the correct professional and other licenses, and any other authorizations necessary to perform the required work pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of all the required licenses must be submitted with the bid response indicating that the entity bidding, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the ITB documents. Failure on the part of any vendor to supply this documentation with their bid response may be grounds for deeming vendor non-responsive.** A Vendor with an office within Collier County is required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.

Questions regarding professional licenses should be directed to Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required Business Tax Receipt (formerly known as Occupational Licenses) should be directed to the Tax Collector's Office at (239) 252-2477.

11. Protection of Property

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

12. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311.

Violation of this provision may result in one or more of the following consequences: a. Prohibition by the



individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

13. Invoice and Payments

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
Clerk's Finance Department
ATTN: Accounts Payable
3299 Tamiami Trail E Ste 700
Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices must be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts,

the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

14. Survivability

Bids (ITBs/RFPs): The Consultant/Contractor/Vendor agrees that any Work Order/Purchase Order that extends beyond the expiration date of Solicitation 14-6343 – Naples Beach Renourishment (Supply and Delivery) resultant of this solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of any Work Order/Purchase Order.

15. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Attachment 3 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Attachment 3, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

16. Immigration Law Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

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. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

17. Background Checks

If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

18. Maintenance of Traffic Policy

For all projects that are conducted within a Collier County Right-of-Way, the Vendor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through the Risk Management and/or Purchasing Departments and are available on-line at colliergov.net/purchasing.

The Vendor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

19. Debris

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

20. Direct Material Purchase

The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials"

and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

21. Grant Compliance

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

22. Equipment

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site. The County reserves the right to request and obtain documentation of the Vendor's cost, and to withhold payments until documentation is provided.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

All equipment must be new and of current manufacture in production at the time of bid opening, and carry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons why prospective Vendors did not wish to respond to this ITB.

If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Procurement Strategist listed on the first page or mail to: Collier County Purchasing Department, 3301 Tamiami Trail East, Naples, Florida 34112.

We are not responding to this ITB for the following reason(s):

Solicitation: 14-6343 – Naples Beach Renourishment (Sand Supply and Delivery)

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s):

Firm's Complete Legal Name _____

Address _____

City, State, Zip _____

Telephone Number _____

FAX Number _____

Signature / Title _____

Type Name of Signature _____ Date: _____





Attachment 3: Vendor Response Form

FROM: Phillips and Jordan, Inc.

Board of County Commissioners
Collier County Government Center
Naples, Florida 34112

RE: **Solicitation: 14-6343 – Naples Beach Renourishment (Sand Supply and Delivery)**

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a County issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

Item #	Description	Total
6	BID TOTAL	\$ 1,823,635.56

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: ___ % ___ Days; Net ___ Days

Bid Response Form is electronic. Please input your prices online.

Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.



IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 15th day of September, 2014 in the County of Pasco, in the State of FL.

Firm's Complete Legal Name Phillips and Jordan, Inc.

Firm's Dun and Bradstreet Number (DUNS) 00-384-5336

(Found at www.dnb.com)

CCR # or CAGE Code 00-384-5336

(Found at www.ccr.gov)

Florida Certificate of Authority Document Number 832152

(<http://www.sunbiz.org>)

Federal Tax Identification Number 56-0694573

Address 8940 Gall Blvd

City, State, Zip Zephyrhills, FL 33541

Telephone Number 813.783.1132

FAX Number 813.783.3140

- Check one of the following:
- Sole Proprietorship
 - Corp or P.A. State of North Carolina
 - Limited Partnership
 - General Partnership

Signature / Title  ASST V.P.

Type Name of Signature Art Phelps

Date 9.15.2014

Additional Contact Information

Send Payments To: (REQUIRED ONLY if different from above)

Firm's Complete Legal Name _____

Address _____

City, State, Zip _____

Contact Name _____

Telephone Number _____

FAX Number _____

Email Address _____



Attachment 4: Immigration Law Affidavit Certification

Solicitation # and Title : 14-6343 – Naples Beach Renourishment (Sand Supply and Delivery)

This Affidavit is required and should be signed, notarized by an authorized principal of the firm 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's proposal as non-responsive.**

Collier County will not intentionally award County 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").

Collier County 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 Collier County.

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 Phillips and Jordan, Inc.

Print Name Art Phelps Title Asst. Vice President

Signature [Signature] Date 9.15.2014

State of Florida

County of Pasco

The foregoing instrument was signed and acknowledged before me this 15th day of September, 2014, by

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

[Signature]
Notary Public Signature

Printed Name of Notary Public



Notary Commission Number/Expiration

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





Attachment 5: Vendor Substitute W - 9
Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name <u>Phillips and Jordan, Inc.</u> <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address <u>10201 Parkside Drive Suite 200</u>	City <u>Knoxville</u>
State <u>TN</u>	Zip <u>37922</u>
Telephone <u>813.783.1132</u>	FAX <u>813.783.3140</u> Email <u>flestimate@pandj.com</u>
Order Information Address <u>8940 Gall Blvd.</u> City <u>Zephyrhills</u> State <u>FL</u> Zip <u>33541</u> FAX <u>813.783.3140</u> Email <u>flestimate@pandj.com</u>	Remit / Payment Information Address <u>8940 Gall Blvd</u> City <u>Zephyrhills</u> State <u>FL</u> Zip <u>33541</u> FAX <u>813.783.3140</u> Email <u>flestimate@pandj.com</u>

2. Company Status (check only one)

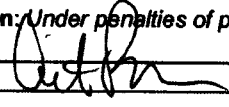
<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
_____ Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) <u>56-0694573</u>
(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

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

Signature 	Date <u>9.15.2014</u>
Title <u>Asst. Vice President</u>	Phone Number <u>813.783.1132</u>





Attachment 6: Insurance and Bonding Requirements

- | Insurance / Bond Type | Required Limits |
|--|---|
| 1. <input checked="" type="checkbox"/> Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements |
| 2. <input checked="" type="checkbox"/> Employer's Liability | <u>\$1,000,000</u> single limit per occurrence |
| 3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form | Bodily Injury and Property Damage

<u>\$1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. |
| 4. <input checked="" type="checkbox"/> Indemnification | To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County. |
| 4. <input checked="" type="checkbox"/> Automobile Liability | <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included |
| 5. <input type="checkbox"/> Other insurance as noted: | <input type="checkbox"/> Watercraft \$ _____ Per Occurrence

<input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.
\$ _____ Per Occurrence

<input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.
\$ _____ Per Occurrence

<input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.
\$ _____ Per Occurrence

<input type="checkbox"/> Pollution \$ _____ Per Occurrence

<input type="checkbox"/> Professional Liability \$ _____ Per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate |

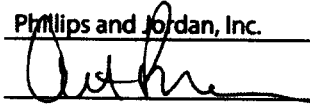


- Project Professional Liability \$ _____ Per Occurrence
 Valuable Papers Insurance \$ _____ Per Occurrence

6. Bid bond
Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. Performance and Payment Bonds
For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. Collier County must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.
10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
11. **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm Phillips and Jordan, Inc. Date 9.15.2014
Vendor Signature 
Print Name Art Phelps
Insurance Agency Scott Insurance
Agent Name Angie Simmons Telephone Number 865.684.1793

ATTACHMENT 7: BID SCHEDULE
Naples Beach Renourishment (Supply and Delivery)
Bid No. 14-6343

Item	Description	Unit	Quantity	Unit Price	Sub Total
1	Provide sand	Ton	78,678	\$10.45	\$822,185.10
2	Transport sand	Ton	78,678	\$10.91	\$858,376.98
3	Sediment QA/QC Testing	Lump Sum	1	\$29,094.43	\$29,094.43
4	Maintenance of Traffic	Lump Sum	1	\$70,741.03	\$70,741.03
5	Project Management/Truck Tracking	Lump Sum	1	\$43,238.02	\$43,238.02
6	BID TOTAL				\$1,823,635.56



Employment Eligibility Verification

Welcome
JoLana Carpenter

User ID
JBUL0460

Last Login
09:19 AM - 09/12/2014

Log Out



Click any icon to help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Phillips and Jordan, Incorporated

[View / Edit](#)

Company ID Number: 42018

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 10201 Parkside Drive

Address 2: Suite 300

City: Knoxville

State: TN

Zip Code: 37922

County: KNOX

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 560694573

Total Number of Employees: 500 to 999

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: State or Local Government

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 80

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

SHOTWELL, LAWRENCE BRADLEY
PHILLIPS AND JORDAN INC
2220 OLDFIELD DRIVE
ORLANDO FL 32837

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC048742 ISSUED: 06/29/2014

CERTIFIED GENERAL CONTRACTOR
SHOTWELL, LAWRENCE BRADLEY
PHILLIPS AND JORDAN INC

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date: AUG 31, 2016 L1406290001574

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC048742	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

SHOTWELL, LAWRENCE BRADLEY
PHILLIPS AND JORDAN INC
2220 OLDFIELD DRIVE
ORLANDO FL 32837





Log into SAM

Status During Registration

Getting Started

Draft

Work in Progress

Submitted

Active

Inactive / Expired

Additional Resources

What If My Entity Fails Registration?

Federal Service Desk

How to Check Your Registration Status

Find Your Registration in SAM

SAM Status Tracker

Check registration status by typing in a DUNS number.

DUNS Number **003845336**

Plus 4 (Optional)

Status: Active

Your registration was activated on Feb 05, 2014. It expires on Feb 05, 2015 which is one year after you submitted it for processing.



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

Check Your Registration Status in SAM

You can quickly check your registration status in SAM by entering your DUNS number above. The SAM Status Tracker will show you the current status of that DUNS number, as well as tell you what steps you have left to complete based on why you are registering.

The SAM Status Tracker uses seven circles to represent the registration process: Core Data, Assertions, Reps & Certs, POCs, Submit, Processing, and Active. Visual indicators in the circles, text underneath the circles, a status message in bold above the circles and user messaging combine to give the registration status.

You will only see results for publicly searchable registration records. Federal government users must log into SAM to search for non-public records.



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Phillips and Jordan, Incorporated
8940 Gall Blvd., Zephyrhills, FL 33541

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Collier County Government Purchasing Department
3327 Tamiami Trail E, Naples, FL 34112

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Naples Beach Renourishment (Sand Supply and Delivery)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of September, 2014

[Handwritten Signature]
(Witness)

Phillips and Jordan, Incorporated

[Handwritten Signature] (Principal) (Seal)
By: *[Handwritten Signature]* ASTVP. (Title)

[Handwritten Signature]
(Witness)

Liberty Mutual Insurance Company

(Surety) (Seal)
By: *[Handwritten Signature]* Catherine L. McMillan (Title)
Attorney-in-Fact



[Handwritten Signature]
FL Resident Agent



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine L. McMillan of the city of Knoxville, state of TN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Phillips and Jordan, Incorporated

Obligee Name: Collier County Government Purchasing Department

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary