

**AGREEMENT BETWEEN THE CITY OF WESTLAKE
AND
NOVA ENGINEERING AND ENVIRONMENTAL, LLC**

THIS AGREEMENT made and entered into this 8th day of June, 2020 by and between, the City of Westlake ("CITY"), a municipality, located in Palm Beach County, Florida and whose address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, and Nova Engineering and Environmental, LLC, consultants and engineers whose address is 4350 Oakes Road, Suite 518, Fort Lauderdale, Florida 33314 ("NOVA"), the parties agree to enter into a "piggyback" contract with modifications as contained herein, all other provision in the agreement not modified herein, remain in full force and effect.

RECITALS

WHEREAS, the City was incorporated on June 20, 2016, and whereas the City does not intend to have employees of the City, but intends to enter into contract service agreements to provide traditional municipal services to the City of Westlake; and

WHEREAS, the City is electing to waive the competitive bid process for the provision of building inspection and plan examination services, including building inspections, a building official and other functions typically provided by a municipal building department; and

WHEREAS, Nova has an existing contract for building inspection and plan examination services with the Collier County Board of County Commissioners, which contract was entered into through the competitive bid process and said contract is still valid and existing; and

WHEREAS, the City Council determined that Nova is qualified to serve as Building Official, providing building inspection service, plan examination service and any other services as requested by the City Manager; and

WHEREAS, the City intends to employ Nova to provide professional building services to the City, which services may include, but are not limited to building review, plan review, plan examination, construction administration, permitting, and any other service as requested by the City Manager; and

WHEREAS, Nova shall serve as City's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the City during the performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the City to the Nova of the sums of money herein specified, the City and Nova wish to enter into this agreement between them, as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND TERM. Nova's existing contract with the Collier County Board of County Commissioners is attached hereto and incorporated herein, as Exhibit "A". All references to Collier County or Collier County Board of County Commissioners shall mean the City of Westlake, Florida.

This provision shall replace, paragraph I, "Agreement Term", and shall be replaced with the following term. This Agreement shall commence upon full execution by all parties hereto and shall be for a two (2) year term, with the option to renew for an additional two (2) year term.

ARTICLE 2. SCOPE OF SERVICES. Nova will provide general building inspection and plan examination services as set forth in RFP #16-6544, with the Collier County Board of County Commissioners. The RFP and Nova's responses thereto are attached hereto as Exhibit "B". In addition to the scope of services as set forth in the Agreement, Nova shall also provide the services as set forth below:

1. Nova shall act in the capacity of the building official for the City of Westlake in ensuring compliance and consistency with the Florida Building Code and all other rules, regulations and laws of the State of Florida.
2. Preparation of any agenda memorandums, any necessary reports, plan amendments or building documents requested by the City Manager, complete final inspection issues on construction projects and attendance at meetings with management and meetings of the City Council.
3. All special projects assigned to Nova shall be approved by the City Manager prior to the commencement of any special project. In addition, Nova shall not commence any special project until a written work authorization has been issued or a Purchase Order received. Any assigned special project shall be performed within the time frame established by the CITY and Nova in each work authorization. Minor adjustments to the timetable from completion approved by CITY in advance, in writing, will not constitute non-performance by Nova per this Agreement.

ARTICLE 3. COMPENSATION & REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by NOVA, its employees, or its consultants in the interest of the project for the incidental expenses as may be approved by the City Manager. Compensation is as set forth in the response to the RFP, as Cost Proposals, which are listed on an hourly basis for services to be performed.

ARTICLE 4. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the NOVA pursuant to this Agreement are the property of the City. NOVA does not represent that the documents may be suitable for reuse by the City or others for any extensions of the work for which they were provided or any other project without consent by NOVA. Any reuse without specific written consent by NOVA will be at the City's sole risk and without liability or legal exposure to NOVA.

ARTICLE 5. CONTINGENT FEE. NOVA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Nova, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Nova, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 6. PUBLIC RECORDS. This provision shall be added to the General Conditions, contained within paragraph VI(CC), Public Records, as paragraph (e).

- (e) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Nova upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Nova transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Nova keeps and maintains public records upon completion of this Agreement, Nova shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Nova to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

NOVA shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 530-5880, ZBURGESS@WESTLAKEGOV.COM, 4001 SEMINOLE PRATT WHITNEY ROAD, WESTLAKE, FL 33470.

ARTICLE 7. CONTROLLING LAW. This provision replaces the General Conditions, contained within paragraph VI(U). NOVA and the CITY agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal dispute in a court of law shall be Palm Beach County, Florida.

ARTICLE 8. VENUE. This provision replaces the General Conditions contained within paragraph 23. 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 Palm Beach County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 9. TERMINATION. This provision replaces, the "Termination for Cause" provision provided under the General Conditions, contained within paragraph VI(C). The CITY or NOVA may terminate this Agreement without cause upon sixty (60) days written notice. At such time as NOVA receives notification of the intent of the CITY to terminate the contract, NOVA shall not perform any further services unless directed to do so by the City Manager. In the event of any termination without cause, NOVA will be paid for services rendered to the date of termination and all reimbursable expenses incurred to date of termination.

The City may terminate this Agreement with cause upon written notice to NOVA. NOVA shall have thirty (30) days to cure any default for cause. In the event of any termination for cause where NOVA does not cure within the 30- day time frame, NOVA shall not perform any further services for the CITY after NOVA's receipt of notification of termination for cause, but NOVA shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 10. RECOVERY OF COSTS AND FEES. This provision shall be added to the General Conditions, contained within paragraph VI(A). In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party direct costs incurred, including reasonable attorneys' fees.

ARTICLE 11. FEE SCHEDULE. Exhibit 'C' Collier County Growth Management Department Development Fee Schedule shall not apply. The City of Westlake fee schedule shall be applicable.

ARTICLE 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. As to the City: Kenneth Cassel, Manager
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470

With a copy to: Pam E. Booker, Esquire
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

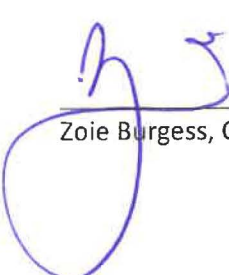
B. As to Nova: Nova Engineering & Environmental, LLC
4350 Oakes Road, Suite 518
Ft. Lauderdale, FL 33314

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the City and counsel for the Engineer may deliver Notice on behalf of the City and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

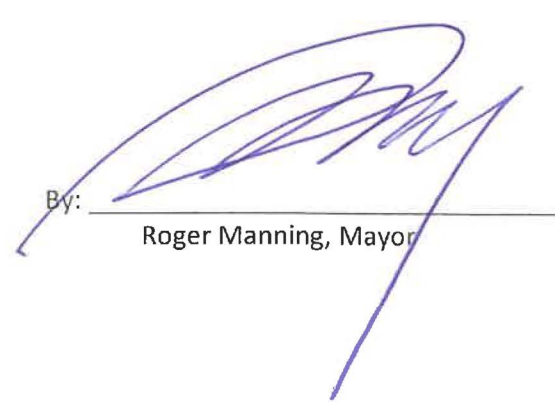
ARTICLE 11. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and Nova in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest: **CITY OF WESTLAKE, FLORIDA**



Zoie Burgess, City Clerk

By: 

Roger Manning, Mayor

NOVA ENGINEERING & ENVIRONMENTAL, LLC

By: 

Jason Hill

Administrative Services Department
Procurement Services Division

Wednesday, June 08, 2016
Jason Hill, Executive Vice President
Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971

RE: Contract #16-6544 "Planning and Regulation Staffing"

Dear Mr. Hill. :

We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on Agenda Item.

We anticipate a successful relationship, and in order to meet that goal, we want to convey our expectations regarding your role as a contractor as follows:

1. Flexibility in making changes, including resource allocation as the need arises;
2. Creativity in finding cost-effective solutions to unanticipated problems;
3. Cooperation and timely communication with County Project Manager and staff;
4. Proper documentation of costs and expenses associated with this contract.

Congratulations on the award of this contract; should you have any questions, please do not hesitate to contact me at 239-252-6098.

Regards,



Adam Northrup
Procurement Strategist

C :Kenneth Kovensky, Division Director/Operations & Regulatory Management
Enclosure



AGREEMENT #16-6544

for

Planning and Regulation Staffing

THIS AGREEMENT, made and entered into on this 24th day of May 2016, by and between Nova Engineering and Environmental, LLC, authorized to do business in the State of Florida, whose business address is 5475 Lee Street, Suite 303, Lehigh Acres, Florida 33971 (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a two (2) year period, commencing on date of Board award and terminating on two (2) year(s) from that date.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional two (2) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

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 and 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 10 days prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK.** The Contractor shall provide Planning and Regulation Staffing Services in accordance with the terms and conditions of RFP #16-6544, Exhibit A - Scope of Work, and the Contractor's proposal referred to herein and made an integral part of this Agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.
3. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based upon either of the following options, which shall be clearly indicated on the purchase order:



Method 1 - a revenue share basis of 85% to the Contractor and 15% to the County based upon the current Collier County Growth Management Department, Planning and Regulation Fee Schedule herein attached as Exhibit C; or

Method 2 - by hiring specifically identified personnel categories in accordance with the hourly rates as set forth and identified in Exhibit B, attached herein and incorporated by reference and the price methodology as defined in Section 3.1.

Any future updates to the Exhibit C, Collier County Growth Management Department, Planning and Regulation Fee Schedule may be made via a Change by Letter. Hourly rates as set forth in Exhibit B shall be the maximum rates charged and will remain in effect for the initial term of the agreement. The rates may be reviewed annually after the initial term and may be updated by mutual agreement on an annual basis. Payment will be made upon receipt of a proper invoice and upon approval by the Contract Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 Price Methodology: The County agrees to pay the Contractor on a Time and Materials basis for the amount of labor time spent by the Contractor's employees and subcontractors to perform the work (number of hours times hourly rate). As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), and if applicable, other reimbursable documentation for the Work.

3.2 Any County agency may purchase products and services under this Agreement, provided sufficient funds are included in their budget(s).

3.3 Payments will be made for 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 the Agreement. 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.

4. **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. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.

5. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971
Attention: Jason Hill, Executive Vice President
Telephone: 239-599-5450
Email: jhill@usanova.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Procurement Services Division
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Joanne Markiewicz, Director, Procurement Services Division
Telephone: 239-252-8407
Facsimile: 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 Agreement must be in writing.

6. **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.
7. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

8. **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 Agreement 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.

9. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per 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.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

11. **INSURANCE.** The Contractor shall provide insurance as follows:

- A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 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.

D. **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

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

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Contractor shall also notify 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 Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

12. **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, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, 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.

12.1 The duty to defend under this Article 12 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County 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 12 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Growth Management Department.
14. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
15. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), Exhibit A - Scope of Work, Exhibit B - Hourly Rates, Exhibit C - Collier County Growth Management Department /Planning and Regulation Fee Schedule, RFP #16-6544 Scope of Work and Addendum.
16. **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.
17. **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 Agreement held by the individual and/or firm for cause.
18. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes,

ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with 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; 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) as stated as follows:

- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. 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.

19. 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 Agreement to other governmental entities at the discretion of the successful proposer.
20. 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.
21. ADDITIONAL ITEMS/SERVICES. Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
22. 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.
23. 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.
24. KEY PERSONNEL/PROJECT STAFFING. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the project/services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates or dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better



qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

25. ORDER OF PRECEDENCE. In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents.
26. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. 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 the County.

* * * * *



IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: [Signature]

Dated:

6/3/16

(SEAL)
Attest as to Chairman's
signature only.

[Signature]

First Witness

Natalie Foresman

↑Type/print witness name↑

[Signature]

Second Witness

Xiomara Morales

↑Type/print witness name↑

Approved as to Form and Legality:

[Signature]

Assistant County Attorney

Deputy Scott R. Teach

Print Name

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: [Signature]

Donna Fila, Chairman

Nova Engineering and Environmental, LLC
Contractor

By: [Signature]

Signature

Jason Hill, EVP

↑Type/print signature and title↑

Exhibit A

Scope of Work

The Contractor will provide comprehensive staffing and service support to the Growth Management Department for operational requirements for planning and regulation. These resources shall provide services to augment staff in the Growth Management Department during peak periods for building permit applications, reviews, inspections, and all other related support functions. Such other related functions include but are not limited to land use review, architectural review, engineering review, and addressing and GIS support.

The Contractor's Personnel Requirements consist of the following, but not limited to:

1. Performs technical spatial data processing work (data creation, manipulation, analysis, and cartographic/data output) specializing in Geographic Information Systems and information technology. Responsible, under general supervision, for creating and maintaining various primary and secondary spatial databases (using Environmental Systems Research Institutes (ESRI), GIS software). Must possess working knowledge and understanding of GIS map generation using ESRI's ArcMap software; spatial and attribute digital data capture and editing procedures; review and cross-checking of spatial/attribute relationships in digital products; cartographic data requirements necessary for developing any given GIS product; computer aided drafting software programs.
2. Interprets, explains, and ensures architecture compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, architectural standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and architectural standards; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits or field inspections of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; sets elevation; takes photographs and measurements of field conditions. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Architect Registration.
3. Interprets, explains, and ensures engineering compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, engineering standards,

technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction/engineering plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and engineering standards; reviews engineering studies, engineering reports, and cost estimates; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits, field inspections, or land surveys of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; performs surveying to collect data; sets elevation; takes photographs and measurements of field conditions. Reviews sewer video recordings using a Pipeline Assessment Certification (PAC) certified technician under the direction of a Florida registered professional engineer and provides a findings report that conforms to PAC and Collier County Public Utilities District (CCPUD) standards. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Engineer License with emphasis in building construction and design.

4. Provides customer service and administrative/clerical support for the issuance of building and development permits. Receives permit applications and supporting documentation; determines what information and actions are needed to approve permit depending upon the nature/type of the permit requested. Researches Collier County Land Development Code (LDC) and Planned Unit Developments (PUD) to determine setbacks and/or verify that structures can be constructed; interprets LDC, PUD, County Ordinances and other codes, regulations and standards as they apply to each permit application. Verifies contractor license validity, determines spot survey and FEMA requirements for each permit application. Issues permits upon receipt of all documentation and required approvals. Calculates and issues related payment slips.
5. Examines construction plans and specifications for buildings, residence dwellings and/or other structures to determine compliance with the provisions of the County's Building, Mechanical, Electrical and Plumbing codes, and zoning ordinance for issuance of building permits. Identifies any defects or inadequacies; prepares plan check correction reports; approves plans that comply. Reviews corrections and changes submitted for plans that were rejected and revisions to plans that originally passed and already permitted; prepares and files code compliance reports. Reads and interprets blueprints, construction plans, specifications and technical drawings; reviews same for compliance with applicable engineering codes, ordinances and regulations; prepares energy calculations and fixture counts. Approves permits for construction; calculates and assesses proper fees for permits and/or inspections. Must possess and maintain Building Plans Examiner license in the specific category to perform plans review in the State of Florida

6. Travels to construction site locations and performs field inspections of new or existing buildings during various stages of construction and remodeling to ensure compliance with applicable building, electrical, plumbing, gas, and mechanical codes. Reviews quality of installation and workmanship of various components and systems to ensure proper installation and function. Provides direction when deficiencies or violations are discovered; issues citations for noncompliance with appropriate codes; suspends construction as necessary. Observes job site safety of projects on county property; ensures proper hazard signage to limit danger of injury to construction personnel, the public, the neighbors, site visitors, and other inspectors. Must possess and maintain Building Inspector license in the specific category to perform inspections in the State of Florida.
7. Conducts plan review of site development and site improvement plans for compliance with the Land Development Code (LDC) that would normally be associated with obtaining a building permit including architectural review. Researches, reviews and prepares for approval building permits, zoning certificates for all businesses obtaining occupational licenses, temporary use permits and building permits. *Florida Certified Professional Architect qualification is required*
8. Prepares and processes program/operational documents (permits, work orders, project records, etc.). Researches, assembles and compiles information needed to complete documents. Answers Division telephones; assists callers with questions regarding division programs, services or procedures; refers callers to other staff members as appropriate; and takes messages. Receives, screens and assists visitors and/or customers; provides information; and/or directs visitors to appropriate staff member or division. Provides information regarding division programs; explains policies and procedures and receives applications, requests and/or complaints for processing.

The Contractor shall:

1. Adhere to all State of Florida and County laws and ordinances in the review or completion of responsibilities assigned under this agreement, and must be licensed pursuant to their trades and rules and regulations of the State of Florida governing statutes.
2. Respond to the County's request for service within three (3) business days from the initial point of contact.
3. Provide State of Florida credentialed inspectors, testers, and other identified positions by the Department of Growth Management.
4. Develop communication and escalation strategy for personnel not performing their assigned responsibilities.

5. Complete work (direction from the Growth Management Department project manager) within five (5) business days from the initial point of contact with the public.
6. Reduce invoices by fifty percent (50%) should the Contractor not meet performance measure of five (5) business days to perform the work.
7. Maintain performance and risk management measurement tracking reports and provides to project manager weekly. During the first three (3) months of the contract, the Contractor must collaborate with the County to develop performance metrics, tracking services, positions, costs, schedule completion / overruns, anticipated and unanticipated risks, etc.
8. Provide monthly billing statement/ invoice identifying the positions, services and hours in "line item" detail by function; as fully outlined in Section 3.1 of the Agreement.

Additionally, the Contractor shall:

1. Provide information technology resources and equipment that are:
 - a. Compatible with Collier County Information Technology system protocols and available to provide all provisions of the services required by the scope of work.
 - b. Provided to the staff who are assigned to the RFP scope of service.
2. Provide equipment and resources to assigned staff (other than information technology resources) that shall include vehicles or trucks for building inspections or other services as a part of this contract.
3. For building permits, plan reviews and inspections:
 - a. All inspections requested prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.
 - b. Organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by Collier County Resolution No. 2010-130, or the most recent version of the fee schedule approved by a Collier County resolution.
 - c. Issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable Collier County Ordinances.
 - d. Ensure that all construction activities are permitted and inspected in strict conformance with County's codes and ordinances.
 - e. Make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable County ordinances, codes and laws. Inspections shall include excavation, subsurface drainage, inlets and manholes

construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.

- f. Provide assistance in reviewing construction plans submitted by developers to County's Planning and Zoning Department.
4. For planning and zoning services:
- a. Provide information concerning zoning and building codes to the general public, builders, developers, Board of County Commissioners and Planning and Zoning Commission.
 - b. Review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
 - c. Review setbacks and zoning for all commercial and residential building permits.
 - d. Review and approve commercial and residential plans.
 - e. Review construction plans submitted to ensure compliance with the Land Development Code and all local and state building codes.
 - f. Review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
5. Allow the County to reject employees from the Contractor's pool of candidates, at the County's sole discretion.

Exhibit B
Hourly Rate Schedule
16-6544 - Planning and Regulation Staffing

Line	Position	Hourly Rate
1	Building Official	\$ 95.00
2	Fire Official	\$ 95.00
3	Plans Examiner	\$ 75.00
4	Code Inspector	\$ 75.00
5	Permit Technician	\$ 45.00

The above hourly rates are applicable to Time and Materials Work only. This is a representative list and is not intended to be all-inclusive. Additional hourly rate fees for other personnel categories that may be required for performance of services under this agreement may be added upon mutual agreement in advance and in writing by the County and Contractor, as needed.

Subcontractor

Kimley-Horn and Associates, Inc.



Exhibit C
Growth Management Department Development Fee Schedule

(following this page)

EXHIBIT C



16-6544 - PLANNING AND REGULATION STAFFING

COLLIER COUNTY GROWTH MANAGEMENT DEPARTMENT DEVELOPMENT SERVICES FEE SCHEDULE

BCC Approved version, June 9, 2015
Effective Date - October 1, 2015

Contents:

A) ADMINISTRATION	18
B) BLASTING PERMITS & INSPECTIONS	18
C) ENVIRONMENTAL/LANDSCAPING	18
D) EXCAVATION PERMITS	19
E) FIRE CODE REVIEW FEES	20
F) SITE DEVELOPMENT PLANS	20
G) SUBDIVISION	22
H) ENGINEERING INSPECTION FEES	22
I) TEMPORARY USE FEES	23
J) WELL PERMITS/INSPECTIONS	23
K) ZONING/LAND USE PETITIONS	23
L) MISCELLANEOUS	25
M) BUILDING PERMIT APPLICATION FEE	17
N) BUILDING PERMIT FEES	18
O) ELECTRICAL PERMIT FEES	18
P) PLUMBING PERMIT FEES	19
Q) MECHANICAL PERMIT FEES	19
R) FIRE PREVENTION AND CONTROL PERMIT FEES	19
S) MOBILE HOME/OFFICE TRAILER AND OTHER TRAILER PERMIT FEES	19
T) CHICKEES AND SIMILAR STRUCTURES	20
U) POOL OR SPA PERMIT FEES	20
V) SCREEN ENCLOSURE PERMIT & PAN ROOF FEES	20
W) SIGN PERMIT FEES	20
X) CONVENIENCE PERMIT FEES	20
Y) REVISION AND AS BUILT PLAN REVIEW FEES; CORRECTIONS TO PLANS	20
Z) PERMIT EXTENSION	21
AA) DEMOLITION OF BUILDING OR STRUCTURE PERMIT FEES	21
BB) PRE-MOVING INSPECTION FEES	21
CC) INSPECTION FEES	21
DD) REINSPECTION FEES	21
EE) FAILURE TO OBTAIN A PERMIT	21
FF) LICENSING	21
GG) DUPLICATE PERMIT CARDS	22
HH) CHANGE OF CONTRACTOR OR SUBCONTRACTORS	22
II) PERMIT FEE REFUNDS	22
JJ) RECORD RETRIEVAL	23
KK) COPY FEES	23
LL) RESEARCH	23
MM) SUBSCRIPTION SERVICE	24
NN) RESERVED	24
OO) PROPERTY INSPECTIONS	24
PP) CERTIFICATE TO BOARD BUILDING	24
QQ) ADDITIONAL FEE REFUND PROVISIONS	24
RR) REFUND PROVISIONS	24
SS) ADDITIONAL FEE PROVISIONS	25
TT) PUBLIC VEHICLE FOR HIRE FEES	25
UU) "PAYMENT IN LIEU OF" FEE FOR PATHWAYS (SIDEWALKS, AND BIKE LANES)	25
VV) OPTIONAL EXPEDITED BUILDING PERMIT PLAN REVIEWS	25
WW) FENCES	26
XX) CERTIFICATE OF OCCUPANCY	26

Fees are in **bold**



FEEES ARE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS RESOLUTION, AND CANNOT BE WAIVED OR SUSPENDED WITHOUT AN ACTION BY THE BOARD OF COUNTY COMMISSIONERS.

ANY QUESTIONS CONCERNING THE APPLICABILITY OF FEES SHALL BE CONCLUSIVELY DETERMINED BY THE DIRECTOR OF THE APPROPRIATE DEPARTMENT, AS APPLICABLE. WHERE AS PART OF A REZONING, PLAT OR SIMILAR APPLICATION TYPE, THE BOARD OF COUNTY COMMISSIONERS DIRECTS APPROVAL OF FUTURE DEVELOPMENT ORDERS DIFFERENT FROM THE STANDARD TYPE OF APPROVAL PROCESSES REQUIRED, THE DIRECTOR OF THE APPROPRIATE DEPARTMENT SHALL DETERMINE THE FEES TO BE APPLIED TO THE PROCESS NECESSARY TO MEET THE BOARDS REQUIREMENTS. THE APPLICABLE FEES SHALL BE THOSE WHICH MOST CLOSELY RESEMBLE THOSE CHARGED FOR SIMILAR PROCESSES INCLUDING EXTRA FEES FOR ADVERTISING AND THE LIKE.

A) ADMINISTRATION

- 1) Official Interpretation Request of Land Development Code (LDC), Growth Management Plan (GMP), or Building Construction Administrative Code (Administrative Code). Based on staff hours: Less than 20 hours \$1,500.00, 20 to 40 hours \$3,000.00, more than 40 hours \$5,000.00
- 2) N/A
- 3) Determination of Vested Rights. \$100.00 (plus the County's out-of-pocket expenses associated with hearing officer and hearings)
- 4) Appeal of Vested Rights Determination. \$100.00
- 5) Amendment to Land Development Code. \$3,000.00
- 6) Appeal of an Administrative Decision (as may be provided for in the Collier County Administrative Code or the LDC). \$1000.00 (non-refundable)
- 7) Appeal to Board of Zoning Appeals or Building Board of Adjustments and Appeals (as may be provided for in the Collier County Administrative Code or the LDC). \$1,000.00 (non-refundable)

B) BLASTING PERMITS & INSPECTION

- 1) 30 day permit fee, non-refundable payable upon application. \$250.00
- 2) 90 day permit fee, non-refundable payable upon application. \$600.00
- 3) Yearly permit fee, non-refundable payable upon application. \$1,500.00
- 4) Renewal permit fee, non-refundable payable upon application. \$200.00
- 5) After-the-fact fee, due to blasting without a permit. \$10,000.00
- 6) Fine fee, per detonated shot with after-the-fact permit. \$200.00
- 7) Handler fee, for handler who assists the user or blaster in the use of explosives. \$100.00
- 8) Blasting Inspection Fee. \$200.00 (per inspection)
- 9) Inspection fees shall be paid upon issuance of a blasting permit based on the estimated number of blasts. Upon completion, fees will be adjusted to reflect actual number of blasts.

C) ENVIRONMENTAL/LANDSCAPING

- 1) Site Clearing Permit, first acre or fraction of an acre. \$250.00 each additional acre or fraction of an acre. \$50.00 (\$3,000.00 maximum)
- 2) Agricultural Land Clearing
 - a. Land Clearing Notification \$250.00
 - b. Land Clearing Permit \$250.00 each additional acre or fraction of an acre. \$50.00 (\$3,000.00 maximum)

- 3) Landscape Tree Removal Fee **\$250**
- 4) Environmental Impact Statement (EIS) **\$2,500.00** for 1st submittal and 2nd submittal if applicable, 3rd submittal **\$1,000.00**, 4th and subsequent submittals **\$500.00** each
- 5) Landscape Re-inspection 1st **\$50.00**, 2nd **\$75.00**, every inspection afterward **\$100.00**
- 6) Vehicle on the Beach Permit Application. **\$250.00** (Permit fee shall be waived for public and non-profit organizations engaging in environmental activities for scientific, conservation or educational purposes).
- 7) Beach Nourishment Permits - **\$400**
- 8) Special Treatment Review
 - a. First five acres or less. **\$400.00**
 - b. Each additional acre, or fraction thereof. **\$50.00** (\$5,000.00 Maximum)
 - c. n/a
- 9) Coastal Construction Setback Line (CCSL):
 - a. CCSL Permits **\$400.00**
 - b. Variance - Petition. **\$1000.00**
- 10) Sea Turtle Permit-
 - a. Sea Turtle Handling Permits. **\$25.00**
 - b. Sea Turtle Nesting Area Construction Permit. **\$200.00**
 - c. Sea Turtle Nest Relocation. **\$100.00**
- 11) Vegetation Removal Permit
 - a. First acre or fraction of an acre less. **\$250.00**
 - b. Each additional acre, or fraction thereof. **\$50.00** (\$3,000.00 Maximum)
- 12) After-the-fact Environmental or Landscape Permits
 - a. CCSL Variance Petition. **2x normal fee**
 - b. All other Environmental or Landscape Permits. **4x normal fee**
- 13) Informal Wetland Jurisdictional determination for single family parcels up to 5 acres - **\$300.00**
- 14) Conservation Easement review fee - **\$300.00** application fee plus the following additional site fee: **\$200.00** for CE acres less than 5 acres; **\$400.00** for CE area between 5 acres and 10 acres; **\$600.00** for CE area greater than 10 acres and less than 20 acres; **\$800.00** for CE areas between 20 and 50 acres; and an additional **\$200.00** for every 40 acres of CE area over 50 acres.
- 15) Listed or Protected Species review fee (when an EIS is not required) - **\$1000.00**

D) EXCAVATION PERMITS

- 1) Annual Renewal. **\$300.00**
- 2) Application (Private). **\$400.00**
- 3) Application (Commercial). **\$2,000.00**
- 4) Application (Development). **\$400.00**
- 5) **\$200.00** per inspection paid in advance for 12 months
- 6) Reapplication: **\$300.00** plus **\$200.00** per month inspection fee
- 7) Cubic Yardage Review Fee: **\$200.00** first 5000 cy, plus **\$10.00** per additional 1000 cy with a maximum of **\$20,000.00**
- 8) Time Extension. **\$150.00** plus **\$200.00** per month inspection fee
- 9) After-the-fact Excavation Permit. **4x application fee**
- 10) Over excavation penalty fee per yard. Plus Permit/Review **\$0.05** per cubic yard fee, unless maximum have been paid.

E) FIRE CODE REVIEW FEES

- 1) Fire Code Review fees associated with each of the following processes:
 - a. SDP - Site Development Plan **\$200.00**
 - b. SDPA - Site Development Plan, Amendment **\$150.00**
 - c. SDPI - Site Development Plan, Insubstantial **\$100.00**
 - d. SIP - Site Improvement Plan **\$150.00**
 - e. SIPI - Site Improvement Plan, Insubstantial **\$100.00**
 - f. PSP - Preliminary Subdivision Plans **\$150.00**
 - g. PSPA - Preliminary Subdivision Plans, Amendment **\$100.00**
 - h. PPL - Plans & Plat, Subdivision **\$100.00**
 - i. FP - Final Plat **\$100.00**
 - j. CONSTR - Construction Plans, Subdivision/Utilities **\$100.00**
 - k. ICP - Construction Plans, Insubstantial **\$100.00**
 - l. DRI - Development of Regional Impact **\$200.00**
 - m. DOA - Development Order, Amendment **\$150.00**
 - n. PUDZ - Planned Unit Development, Rezone **\$150.00**
 - o. PUDA - Planned Unit Development, Amendment **\$150.00**
 - p. PDI - Planned Unit Development, Insubstantial **\$100.00**
 - q. RZ - Rezone, Regular Zoning **\$100.00**
 - r. CU - Conditional Use **\$150.00**

F) SITE DEVELOPMENT PLANS

- 1) Site Development Plan Review (SDP). **\$5000.00**
 - a. plus **\$40.00** per D/U
 - b. plus **\$100.00** per residential building structure
 - c. plus **\$0.10** per square foot for non-residential except that structures designed exclusively for parking (parking garages) shall be calculated at **\$0.05** per square foot.
 - d. plus **\$200.00** per building for non-residential
 - e. Additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent reviews **\$2,000.00**

When a building consist of both residential and non-residential (commercial, retail, office) uses, the following fees will apply.

- a. **\$5000.00** base fee plus **\$40.00** per D/U
 - b. **\$200.00** per building for non-residential
 - c. plus **\$0.10** per square foot of non-residential floor area
 - d. Additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent review **\$2,000.00**
- 2) Pre-application fee. **\$500.00** (to be credited toward application fee submittal)
 - a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
 - b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
 - c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.
- 3) Simultaneous Review Fee (planning review of simultaneous building permit applications) **\$100.00** per building permit application.
- 4) Site Development Plan Insubstantial Change
 - a. Site Development Plan Insubstantial Change. **\$400.00** for first sheet, **\$100.00** for each and every additional sheet submitted.
 - b. Site Development Plan Insubstantial Change for Public Utility System Accessory Uses. **\$500.00** for the first sheet, **\$125.00** for each and every additional sheet.

- c. Additional fees for 3rd review **\$500.00**, 4th Review **\$1,000.00**, 5th and subsequent review **\$1,500.00**
- 5) Site Development Plan Conceptual Review (CSP), Unified Development Plan (UDP), Neighborhood Park Site (NPSP) **\$750.00**
- 6) Site Improvement Plan Review (SIP). **\$1000.00** (plus Engineering review fees)
- 7) Utility Plan Review & Inspection Fees-
 - a. Construction Document Review. **0.75%** of probable water and/or sewer construction costs
 - b. Construction Inspection. **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
 - c. Construction Document Resubmission or Document Modification, submit as insubstantial change. **\$150.00** for first sheet, **\$75.00** for each additional sheet
- 8) Engineering Site Plan Review Fee
 - a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction
 - b. Construction Inspection **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determines by the Board of County Commissioners. unless otherwise determined by the Board of County Commissioners.
- 9) Site Development Plan Amendment (SDPA) **\$2,500.00**
 - a. Plus **\$40.00** per D/U plus **\$100.00** per residential building structure
 - b. plus **\$10** per square foot
 - c. plus **\$200.00** per building for non-residential
 - d. Additional fees for 3rd review **\$500.00**, 4th Review **\$1,000.00**, 5th and subsequent review **\$1,500.00**
- 10) SBR Fees
 - a. Pre-Acquisition Meeting **\$500.00** (no refunds or credits)
 - b. Pre-application fee. **\$500.00** (to be credited toward application fee upon submittal) (all normal pre-application provisions apply)
 - c. SBR Fee **\$5000.00** with hourly reconciliation at project completion for hourly variation greater than 10%, final project charges at **\$100.00** per hour for all associated staff hours
- 11) Violation of the conditions of approval of the SDP/SIP or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved SDP/SIP. **4x** the SIP/SDP application fee
- 12) Request for alternative architectural design **\$500.00**, no separate or additional fee for appeals to, or requests for assistance from, the Architectural Arbitration Board.
- 13) Site Development Plan Sheet change out (per GMD-P&R policy guidelines) **\$35.00** per page.
- 14) Town Home Site Plan Review - **\$6,000.00** base fee, additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent review **\$2,000.00**
- 15) SDP Extension - **\$150.00**
- 16) Post Take Site Plan — Base Fee **\$1,000.00**, Resubmittal Fee **\$250.00** each submittal, **\$3,000.00** additional if objection filed.

- 17) Site Plan with Deviations for Redevelopment (SDP/SDPA/SIP-DR). Application fee to request deviation(s) for a redevelopment project **\$1,000.00**. This fee is in addition to the fee for a SDP, SDPA or SIP application.

G) SUBDIVISION

- 1) Lot Line Adjustment (LLA) and Lot Split Review **\$250.00**
- 2) Subdivision Review Fees (PPL), (PPLA) -
 - a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping and any other appurtenant cost of construction
 - b. Subdivision Inspection Fee **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
 - c. Construction Document Resubmission or Document Modification -Submit as Insubstantial Change **\$400.00** for first sheet, **\$100.00** for each additional sheet
 - d. Subdivisions – 3rd and subsequent additional reviews - **\$500.00**
 - e. Subdivisions – Substantial deviations from approval construction documents **\$500.00**
- 3) Subdivision, Preliminary Plat (PSP)-
 - a. Petition Application **\$1000.00** plus **\$5.00** per acre (or fraction thereof) for residential, plus **\$10.00** per acre (or fraction thereof) for non-residential; (mixed use is residential)
- 4) Subdivision Final Plat (FP) **\$1,000.00** plus **\$5.00** per acre (or fraction thereof) for residential, **\$1000.00** plus **\$10.00** per acre (or fraction thereof) for nonresidential; (mixed use is residential)
- 5) Additional review of construction plans for phased construction of subdivision improvements. **\$1000.00** per phase
- 6) Two-year Extension **\$150.00**
- 7) Water and Sewer Facilities Construction Document Review **0.75%** of probable water and/or sewer construction costs
- 8) Construction Document Resubmission or Document Modification **0.25%** of probable water and/or sewer construction costs
 - a. 3rd and subsequent re-submittals - **\$500.00**
 - b. Water and Sewer Facilities Construction Inspection Fee **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
- 9) Violation of the conditions of approval of approved construction plans or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved construction plans or permit. **4x** the PPL, PPLA, PSP, CNSTR or Final Plat Review Fee (FP).
- 10) Administrative Amendment **\$250.00**

H) ENGINEERING INSPECTION FEES

- 1) Engineering Inspection Fee **\$150.00** per set of required engineering inspections charged at time of building permit issuance.
- 2) Re-inspection Fees: 1st re-inspection **\$67.00**, 2nd re-inspection **\$67.00**, 3rd and thereafter re-inspection **\$67.00**

I) TEMPORARY USE PERMITS

- 1) Beach Events Permits-
 - a. Individual Permit **\$100.00**
 - b. Block of 25 calendar days **\$2,250.00**
 - c. Block of 50 calendar days **\$4,500.00**
 - d. Block of 75 calendar days **\$6,750.00**
 - e. Block of 100 calendar days **\$9,000.00**
 - f. Block of 125 calendar days **\$11,250.00**
 - g. Block of 150 calendar days **\$13,500.00**
- 2) Temporary Use Permit Special Sales & Events. **\$200.00**
- 3) Model Homes and Sales Centers **\$500.00**
- 4) Construction and Development, Mobile home, Agricultural Zoning, and Temporary use for "Coming Soon" sign **\$125.00**
- 5) Residential and Non-Profit Garage and Yard Sale Permits **No Charge**
- 6) Temporary Use Amendment. **\$100.00**
- 7) Renewals or extensions requested after the expiration date **\$200.00.**
- 8) Temporary Use Permit for Special Events requiring BCC approval, including Circus and Carnival Permits. **\$275.00**
- 9) Political Signs (Bulk Temporary Permit) **\$5.00**
- 10) Fees for Temporary Use permits issued After the Fact, ATF: **2x** normal fee

J) WELL PERMITS/INSPECTIONS

- 1) Hydraulic elevator shaft permit **\$300.00**
- 2) Test hole permit (including 1st six holes) **\$300.00**, each additional hole **\$20.00**
- 3) Well permit (abandonment) **\$50.00**
- 4) Well permit (construction, repair, or combined construction and abandonment at one site) **\$300.00**
- 5) Well permit (monitoring) **\$150.00**
- 6) Well Permit (modification of monitor/test well to a production well) **\$75.00**
- 7) Well Reinspections
 - a. First Reinspection **\$67.00**
 - b. Second Reinspection **\$67.00**
 - c. Third Reinspection **\$67.00**
- 8) After the fact well permits **4x** normal fee per violation.

NOTE: Multiple wells may be allowed on one permit, but each well must be accounted for and the appropriate fee shall be charged for each well in accordance with the above listed schedule.

K) ZONING/LAND USE PETITIONS

- 1) Pre-application meeting fee **\$500.00** (to be credited toward application fee upon submittal)
 - a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
 - b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
 - c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.
- 2) Alcoholic Beverage or Service Station Separation Requirement Waiver **\$1000.00**
- 3) Boat Dock Extension Petition **\$1,500.00** Boat Lift Canopy Administrative Review **\$500.00**

- 4) Conditional Use Permit **\$4,000.00** when filled with Rezone Petition (**\$1,500.00**) Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 5) Conditional Use Monitoring Review: **\$750.00**
- 6) Conditional Use Extension **\$3,000.00**
- 7) DRI Review (In addition to cost of rezone) **\$10,000.00** plus **\$25.00** an acre (or fraction thereof) Additional fee for 5th and subsequent reviews – **20%** of original fee Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the DRI will be capped at \$13,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).
- 8) DRI/DO Amendment **\$6,000.00** plus **\$25.00** per acre (or fraction thereof). The acreage charge does not apply for amendments which only change the build-out date of the DO for a time period of less than five years. Additional fee for 5th and subsequent reviews – **20%** of original fee.
 - a. DRI Extension - **\$100.00**
- 9) DRIABN – DRI Abandonment **\$1,500.00**
- 10) Flood Variance Petition **\$1000.00**
- 11) Interim Agriculture Use Petition **\$350.00**
- 12) Non-Conforming Use Change/Alteration **\$1,500.00**
- 13) Parking Exemption **\$1,500.00**. Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 14) Parking Reduction (Administrative) **\$500.00**
- 15) Rezone Petition (PUD to PUD): **\$8,000.00** plus **\$25.00** an acre (or fraction thereof) (Requires a submittal of a new PUD document), additional fee for 5th and subsequent reviews – **20%** of original fee (excludes minor minor revisions as required by staff).
- 16) Property owner notifications: **\$1.50** non-certified mail, **\$3.00** certified return receipt mail (Petitioner to pay this amount prior to advertisement of petition)
- 17) Planned Unit Development Amendments (PUD) **\$6,000.00** plus **\$25.00** an acre or fraction of an acre. (Substantial changes to the text and Master Plan), Additional fee for 5th and subsequent reviews – **20%** of original fee. Text changes that do not impact the Master Plan **\$6,000.00** (the **\$25.00** an acre fee will not apply. Amendments deemed to be minor in nature that is requiring minor strike thru and underline amendments of no more than 10 different lines of text changes in the PUD will be capped at **\$9,000.00**. Any amendment which includes a map and text change will be assessed the full fee (no cap).
- 18) Planned Unit Development Amendment - Insubstantial (PDI) **\$1,500.00** requires a hearing by the CCPC only for a minor change to the PUD Master Plan, PUD Minor Change (PMC) **\$1,000.00** (Administrative Review for minor change to the Master Plan)
- 19) Rezone Petition (Regular) **\$6,000.00** plus **\$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 20) Rezone Petition (to PUD) **\$10,000.00** plus **\$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 21) Street Name Change (Platted) **\$500.00** plus **\$1.50** for each property owner requiring notification of proposed street name change

- 22) Un-platted street name or project name change: **\$100.00** per application fee plus **\$50.00** per additional hour or Partial hour of research required to process application, not to exceed **\$500.00**
- 23) Variance petition: **\$2,000.00** residential, **\$5,000.00** non- residential, Additional fee for 5th and subsequent Reviews – 20% of original fee.
- 24) Variance (Administrative) **\$1,000.00**
- 25) Zoning Certificate: Residential: **\$50.00**, Commercial: **\$125.00**
- 26) PUD Extension – Sun Setting: **\$1000.00**
- 27) Sign Variance Petition: **\$2000.00**
- 28) Stewardship Receiving Area Petition (SRA): **\$7000.00** per SRA plus **\$25.00** per acre for. Stewardship Sending Area Petition (SSA): **\$9,500.00**, Stewardship Receiving Alternative Deviation Design (SRDD) **\$500.00**. SRA Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the SRA will be capped at **\$10,000.00**.
- 29) After-the-Fact Zoning/Land Use Petitions 2x the normal petition fee
- 30) Land Use Petition Continuances Including Appeal of an Administrative Decision and Appeal to Board of Zoning Appeals
- a. Requested after petition has been advertised **\$500.00**
 - b. Requested at the meeting **\$750.00**
 - c. Resultant additional required advertising charged in addition to continuance fees.
- 31) PUD and SRA Monitoring (one-time charge at time of building permit pick-up)
- a. **\$100.00** per dwelling unit for residential construction within a PUD and SRA (**\$3,000.00** maximum fee per building permit application)
 - c. **\$0.12** per square foot for non-residential construction within a PUD and SRA (**\$3,000.00** maximum fee per building permit application)
- 32) Any legal advertising required during any GMD-P&R activity or approval process will be charged in addition to stated fees, at actual costs. GMD-P&R reserves the right to charge an estimated amount with the initially required project fees, and will reconcile and adjust such charges against actual legal advertising recording billings at the completion of the project.
- 33) Mixed Use Project (MUP) **\$2,500.00**
- a. Mixed Use Project Deviation **\$1,000.00**
- 34) Amplified Sound Permit **\$300.00**.
- 35) Planned Unit Development (PUD) closeout application and processing **\$2,500.00**
- 36) Development of Regional Impact (DRI) closeout application and processing **\$10,000.00**
- 37) Zoning Verification Letter – Planned Unit Development (PUD) Comparable Use Determination application fee **\$1,000.00**. Note: This application and fee is distinct from the Zoning Confirmation Letter found elsewhere in the Fee Schedule.

L) MISCELLANEOUS

- 1) Reserved
- 2) Reserved
- 3) Official Zoning Atlas Map Sheet Publications, maps, and reports shall be copied at actual cost.

- 4) The following fee shall be assessed for all Lien Search Requests and Payoff Requests: **\$25.00**/per property address.
- 5) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.
- 6) The fee for creating and designing special computer generated reports that are not a part of regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.
- 7) CD Burning: **\$5.00**
- 8) Complete sets of Official Zoning Atlas Map Sheets **\$100.00** per set.
- 9) Staff shall charge the following fees for duplication of public records:
 - a. **\$0.15** for each one sided photocopy of documents less than 11x17 inches.
 - b. **\$0.20** for each two sided photocopy of documents less than 11x17 inches.
 - c. **\$1.00** for each certified copy of a public record.
- 10) Property Notification Address Listing:
 - a. MS Excel spreadsheet on Disc **\$70.00**
 - b. Print out on Paper **\$75.00 + \$0.05** for every record over 1500
 - c. Mailing Labels **\$80.00 + \$0.06** for every record over 1500
 - d. Print out on Paper + Mailing Labels **\$85.00 + \$0.11** for every record over 1500
- 11) Comprehensive Plan Consistency Review
 - a. CU's **\$300.00**
 - b. Rezoning **\$750.00**
 - c. PUD's or PUD Amendments: **\$2250.00**
 - d. Letter of GMP consistency to outside agencies: **\$250**
 - e. SRA - Stewardship Receiving Area - **\$2,250.00**
 - f. DRI - Development of Regional Impact - **\$2,250.00**
 - g. FIAM -- Fiscal Impact Analysis - **\$4,000.00**
- 12) Plan Review Fee (for planning review of all building permit applications)
 - a. Permit Application – Complex (more than one trade): **\$75.00** per building permit application, 2nd review 50% of fee, 3rd and subsequent 25% of fee (2nd and subsequent review fees related to Zoning approvals only)
 - b. Permit Application – Basic (no trade or one trade): **\$50.00** per building permit application, 2nd review 50% of fee, 3rd and subsequent 25% of fee (2nd and subsequent review fees related to Zoning approvals only)
- 13) Project Meetings: Active applications under review for the following project types will be afforded one inter-departmental meeting at no charge: Planned Unit Development re-zonings and Site Development Plan applications (except for conceptual site plan approval and insubstantial change approval). Meeting requests for all other application types and additional meetings will be subject to the following fees:
 - a. Meetings with Departmental Project Approval Staff member per applicant request, reviews and petitions in progress, **\$150.00** per one hour minimum, **\$75.00** per ½ hour thereafter. Additional Department staff attending meeting per applicant request **\$75.00** per ½ hour per staff member.
 - b. Inter-Departmental Project Meeting per applicant request, site plan reviews and land use petitions in progress, **\$500.00** per one hour minimum, **\$250.00** per ½ hour thereafter.
- 14) Adequate Public Facilities
 - a. Planning Applications requiring COA process review (such as FP's, PPL's & SIP's, SDPs) **\$200.00 + 25.00** per residential dwelling unit or + **25.00** per 1000 sq ft commercial (\$5000.00 maximum)

- b. Building permit applications requiring COA process review not covered under 12.a above **\$100.00** per building permit application.
- 15) Zoning Confirmation Letters
 - a. Standard Response **\$100.00** (includes up to 1 hour research)
 - b. Extended Research **\$100.00** per hour (any response with research in excess of 1 hour)
- 16) N/A
- 17) CDD
 - a. Community Development District **\$15,000.00**
 - b. Chapter 189 Special District, Independent or Dependent, **\$15,000.00**
- 18) GMP Amendment
 - a. Small Scale **\$9000.00**
 - b. General **\$16,700.00**
 - c. Legal advertising in addition to sub-sections a and b fees, and subject to applicable fee schedule provisions.
 - d. Pre-application meetings for GMP consistency for development orders and zoning/land use petitions: **\$250**
 - e. n/a
- 19) Application for issuance TDR, **\$250** (non-refundable); plus **\$25** per TDR issued and recorded (total fees not to exceed \$2,750.00)
- 20) Engineering Services
 - a. Vacation of Easements: **\$2,000**
- 21) Building Board of Adjustments and Appeals **\$250.00**
- 22) Early Work Authorization (EWA) permit: **\$500.00** (does not include site clearing fee).
- 23) Legal Non-conforming Lot (LNC) **\$100.00**
- 24) Vested Rights Determination (VRD) **\$1,500.00**
- 25) Time Extension **\$150.00**
- 26) The following fee shall be assessed for replacement of a like kind residential grade electric water heater within a residential dwelling unit that is located within an attached and/or multi-unit structure - **\$35.00** (fee includes 1 inspection)
- 27) Notice of Commencement Administrative Fee **\$5.00**. The Clerk of Courts Recording Fee (amount as specified on the Collier Clerk of Courts website) will also be collected on the Clerk's behalf.

M) BUILDING PERMIT FEES

- 1) Minimum fee of **\$110.00** for each of the following: plumbing, mechanical (A/C), electrical and structural. Minimum fee for all other applications - **\$110.00**.
- 2) Unless otherwise stated, estimated review fees are to be paid at the time of application, are non-refundable, and will be a minimum of **\$50.00**. Estimated inspections fees are to be paid at the time of permit issuance and will be reconciled to the actual number of inspections performed. Additional payment is required prior to the CO issuance if actual inspections exceed estimated. Refunds issued if estimated inspections exceed actual.
- 3) The balance of the total permit fee will be collected at the time of issuance of the permit and will include any fee adjustments necessary. Exterior shell and interior construction are separate reviews for commercial construction, whether permitted simultaneously or under separate shell and build out permits.

- 4) Exemptions for minor repairs residential. The following permit exemptions have been established for Collier County based on Section 102.2.5 (3) of the Florida Building Code and Section 553.80(3)(c), Florida Statutes. Permit exemption is for owners of single family detached residences performing work on single family properties. All work performed shall comply with the standards of the Florida Building Code Residential.

A) Electrical: Repair work performed by a licensed electrical contractor that does not exceed \$1,500.00 in value of materials and labor.

B) Plumbing: Repair/replace work performed by licensed plumbing contractors that does not exceed \$1,500.00 in value of materials and labor.

C) Mechanical: Repair work performed by licensed mechanical contractors that does not exceed \$1,500.00 in cost for parts and labor.

D) Building:

a. Repair work performed by licensed contractors per Florida Statute 489 that is not structural in nature and does not change the occupancy, does not affect life safety and value of which does not exceed \$1,500.00 in labor and materials.

b. The repair of any roof covering not exceeding \$1,500.00 in value of materials and labor or work not exceeding two roofing squares (200 sq. ft.) in extent.

- 5) The building permit fee shall be considered the addition of all individual trade plan review fees involved in the process plus the inspection fees.

N) STRUCTURAL PERMIT FEES

- 1) The fee for a structural permit shall be computed as follows: Such fees shall be either based on the contractor's valuations of construction cost or based on square footage. Minimal accepted calculated costs of construction are set forth on the attached Building Valuation Data Table - ICC Building Valuation Data Table, produced February, 2007. Valuation of construction costs of less than \$750.00 - No permit or fee is required, but construction must comply with all County Codes and Ordinances. If inspections are required by the Building Official or requested by the applicant, the appropriate fees shall be paid.

EXCEPTION: All work involving structural components and/or fire rated assemblies requiring permits and inspections regardless of construction cost, signs must secure permits as stated in Collier County Code of Laws and Ordinances – Chapter 22 Building and Building Regulations.

- a. Valuation of construction costs up to \$4,999.99 – \$50.00 plus applicable inspection fees as required.
- b. New construction review fee of \$0.055 per square foot total area for valuation of construction costs \$5,000 or over.
- c. Alternative Minimum Review Fee: all construction under 500 square feet with valuation in excess of \$100,000, and all construction three floors or over in height, \$333.00 plus \$3.00 per thousand dollars of building valuation in excess of \$50,000 plus applicable inspection fees as required.

O) ELECTRICAL PERMIT FEES

- 1) The fees for electrical permits for new structures or placement or relocation of structures shall be computed as follows:
- a. New construction review fee of \$0.055 per square foot total area
- b. Alternative Minimum Review Fee:
- i. \$0.40 per ampere rating of all single-phase panel boards.
- ii. \$0.15 per ampere rating for switch or circuit whichever is greater, if item #1 above does not apply.
- iii. When not a complete installation, all switch and circuit breakers ahead of panel boards shall be computed at \$0.15 per ampere.

- iv. Permit fees for any change in electrical installation shall be computed at the above rates for that portion of new and/or increased fees in existing electrical facilities.
- v. The minimum for any electrical permit shall be **\$110.00** per unit or tenant space
- vi. Fifty percent (50%) in additional fee costs shall be added to all above fees for three phase installations.

P) PLUMBING PERMIT FEES

- 1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.
 - a. Residential occupancies: The fee for a plumbing permit shall be computed at the rate of **\$0.055** per square foot total area to be charged for each living unit with one to three bathrooms with a minimum of **\$110.00**. An additional fee of **\$10.00** will be assessed for each additional bathroom
 - b. Nonresidential occupancies: The fee for a plumbing permit shall be computed by the following methods, whichever is calculated to be the greatest fee:
 - 1. The rate of **\$0.055** per square foot total area with a minimum of **\$110.00**; or
 - 2. Institutional facilities, hospitals, schools, restaurants and repairs in any occupancy classification shall be charged at the rate of **\$1.00** per fixture unit or
 - 3. Minimum of **\$110.00** for each occupancy or tenant space.
- 2) Grease traps: An additional fee of **\$50.00** shall be assessed for each grease trap.
- 3) The cost for retrofit piping shall be computed at the minimum fee of **\$50.00** per floor for each main riser.
- 4) The cost of a permit for lawn sprinkler systems shall be computed using the dollar valuation as shown under Section M of this Resolution.
- 5) The minimum plumbing permit fee shall be **\$110.00**.

Q) MECHANICAL PERMIT FEES

- 1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.
 - a. Residential occupancies: The mechanical permit fees shall be computed at the rate of **\$0.055** per square foot total area to be charged for each living unit up to three tons of air conditioning. Each additional ton or part thereof shall be **\$3.00** per ton.
 - b. Nonresidential occupancies: The mechanical permit fees shall be computed by one of the following methods, whichever is calculated to be the greatest fee: The rate of **\$0.055** per square foot total area to be charged for the first three tons or three horsepower of air conditioning or other mechanical systems per tenant space, each additional ton of air conditioning or horsepower shall be **\$3.00**.
- 2) The cost of retrofit piping shall be computed at the minimum fee of **\$50.00** per floor for each cooling tower, or **\$50.00** for the first 3 horsepower and **\$3.00** for each additional horsepower, whichever is greater.
- 3) The minimum mechanical permit fee shall be **\$110.00**.
- 4) A permit for the change out of components shall be calculated at the above mechanical permit fee rate or the minimum fee whichever is greater.

R) FIRE PREVENTION AND CONTROL PERMIT FEES

- 1) Please refer to the Fire Code Office regarding their Fire Prevention and Control Permit Fees.

S) MOBILE HOME/OFFICE TRAILER AND OTHER TRAILER PERMIT FEES

- 1) The permit fee shall be **\$40.00** to set-up a single-wide trailer or mobile home on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

- 2) The permit fee shall be **\$65.00** to set-up a double wide or larger mobile homes on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

T) CHICKEES AND SIMILAR STRUCTURES

- 1) The permit fee will be based upon a calculated cost of construction of **\$4.00** per square foot under roof or the contractor's estimated cost of construction, whichever is greater. The fee will then be calculated in accordance with Section N of this Resolution. Additional permit fees for electric, plumbing, mechanical, inspections, fire, etc., will be charged when applicable.

U) POOL OR SPA PERMIT FEES

- 1) For construction of each public pool or spa the fee shall be –
 - a. Valuation of construction costs of up to \$4,999.99: **\$100.00**
 - b. Valuation of construction costs of \$5000.00 through \$49,999.99: **\$80.00** plus **\$7.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$2,000.00.
 - c. Valuation of construction costs of \$50,000.00 through \$1,000,000.00: **\$333.00** plus **\$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$50,000.00.
 - d. Valuation of construction costs over \$1,000,000.00: **\$3,474.00** plus **\$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$1,000,000.00.
- 2) For construction of each private pool or spa the fee shall be: **\$50.00** application plus applicable inspection fees as required.

V) SCREEN ENCLOSURE PERMIT & PAN ROOF FEES

- 1) N/A
- 2) The screen enclosure or roof fee will then be calculated in accordance with Section N of this Resolution.

W) SIGN PERMIT FEES

- 1) Sign permit fees will be calculated in accordance with all applicable Building Permit Fees and Electrical Permit Fees outlined in this document, the Collier County Development Fee Schedule. The minimum building permit fee for sign shall be **\$100.00**.
- 2) Multiple signs of the same type (i.e., wall signs) and for a single project may be allowed per one permit, however an appropriate fee shall be charged for each sign in accordance with the schedule set forth in the above subsection 1 of Sign Permit Fees.

X) CONVENIENCE PERMIT FEES

- 1) Convenience permits are issued in blocks of 10 each. Only licensed contractors are eligible to purchase convenience permits are limited to the use specified on the permit. The fee for a book of 10 convenience permits is **\$620.00** (1 inspection only)

Y) REVISION AND AS BUILT PLAN REVIEW FEES; CORRECTIONS TO PLANS

- 1) **PERMIT AND PLAN REVISIONS** The fee for each permit revision submitted after permit issuance shall be calculated using fee schedules outlined in Sections N through R above. The minimum permit fee for revisions to permitted projects shall be **\$50.00**.
- 2) **AS BUILT PLANS** The fee for "As Built" plan review shall be ten (10%) percent of the original building permit fee or **\$140.00**, whichever is greater, but shall not exceed **\$500.00**. The fee is intended to cover the cost of reviewing amended building plans in the office to determine that change orders and various field changes are in compliance with the minimum construction and fire codes of Collier County. The following are required for as-built drawings review:
 - a. An itemized list of all changes made after permit plan approval.
 - b. As-built plans that have all changes made after permit plan approval "clouded".
 - c. As-built plans and changes shall be signed and sealed by the engineer and/or architect of record.
- 3) **CORRECTIONS TO PLANS**
 - a. First Correction to Plans. **No charge**

- b. Second Correction to Plans. \$65.00
- c. Third & subsequent correction to plans. \$90.00

Z) PERMIT EXTENSION

- 1) The filing fee for each permit extension shall be equal to 10% of the original building permit fee or \$100.00, whichever is greater, but shall not exceed \$500.00. The filing fee is intended to cover the cost of reviewing existing or amended building plans to determine and verify code compliance

AA) DEMOLITION OF BUILDING OR STRUCTURE PERMIT FEES

- 1) The permit fee shall be \$20.00 application for the demolition of any building or structure; plus applicable inspection fees as required.

BB) PRE-MOVING INSPECTION FEES

- 1) The fee shall be \$140.00 for the pre-moving inspection of any building or structure.

CC) INSPECTION FEES

- 1) A charge of \$52.00 per inspection shall be assessed for inspections for which a permit is not necessary.
- 2) A user fee of \$104.00 shall be assessed for all inspections on a time specified basis.
- 3) All required and partial inspections: \$52.00 per inspection.

DD) REINSPECTION FEES

- 1) Re-inspections for any type of building permit shall result in an additional fee of \$67.00 per reinspection.

EE) FAILURE TO OBTAIN A PERMIT

- 1) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where such action was cited by Code Enforcement or by Contractor Licensing and resulted in a finding of violation from either the Code Enforcement Board, the Special Magistrate, or the Contractor Licensing Board, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule, unless otherwise directed by the Board of County Commissioners.
- 2) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where a contractor or agent/provider where the building official or zoning official or his/her designee, (for cases involving land use development) deems that the contractor/provider should have known that a permit was required but voluntary seeks compliance by obtaining the necessary permits to abate the violation, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule.
- 3) Where work for which a permit is required is started or proceeded with prior to obtaining said permit, and where the unpermitted work may or may not have been completed by the property owner, and where the current owner seeks voluntary compliance by obtaining said permit to assure compliance with all applicable codes, the fees will be assessed at the regular rate as defined in this fee schedule.
- 4) The payment of such fee shall not relieve any person from fully complying with the requirements of any applicable construction code or ordinance in the execution of the work, or from any penalty prescribed within any construction code, law or ordinance of Collier County.
- 5) The fees within section EE shall not be applicable for the re-issuance of any missing permit, missing certificate of occupancy, or missing certificate of completion that was presumed to be issued prior to April 1, 1997, upon the verification of such items presented by the property owner, or his/her designee, to the building official, or his/her designee; but shall be applicable for all reviews requiring inspection, review of plans, and all other applicable fees associated with the issuance of said permit(s), certificate of occupancy, or certificate of completion, as determined by the building official, or his/her designee, in addition to the zoning director, or his/her designee (for cases involving land use development), as defined within this fee schedule.

FF) LICENSING

- 1) The fee for licensing items is as follows:
 - a. Letters of Reciprocity \$55.00

- b. Contractors Change of Status, (active to dormant) **\$10.00**
 - c. Voluntary Registration of State Certified Contractors **\$45.00**
 - d. Pictures. **\$2.00**
 - e. Laminating **\$1.00** (per license)
 - f. Fee for a 6 month temporary contractor's license **\$55.00**
 - g. Certified copies of Experience letters **\$35.00**
 - h. Duplicate or replacement (of Competency cards) **\$25.00**
 - i. Second entity application fee **\$105.00**
- 2) Certificated of Competency (Annual)
- a. Contractor

Initial License Fee	\$230.00
Renewal Fee	\$145.00
 - b. Specialty Contractor

Initial License Fee	\$205.00
Renewal Fee	\$125.00
 - c. Journeyman

Initial License Fee	\$ 80.00
Renewal Fee	\$ 55.00
- 3) Dormant Certificates of Competency (Annual)
- a. Contractor **\$130.00**
 - b. Specialty Contractor **\$130.00**
 - c. Penalty fees after 9/30 **\$ 20.00** per month until 12/31
- 4) Reinstatement of Delinquent License
- a. Contractor **\$230.00** plus back years
 - b. Specialty Contractor **\$205.00** plus back years
 - c. Journeyman **\$ 80.00** plus back years
 - d. Examination Administrative Fee **\$130.00** good for 6 months

GG) DUPLICATE PERMIT CARDS

- 1) The fee shall be **\$5.00** for the issuance of a duplicate permit card for whatever reason.

HH) CHANGE OF CONTRACTOR OR SUBCONTRACTORS

- 1) To record a change of contractor or subcontractor, on a permit that has been issued, the fee shall be **\$40.00**. This fee includes the issuance of a new permit card.

II) PERMIT FEE REFUNDS

- A) Building Permit Review Standards apply to all internal GMD-P&R reviews for building permit applications with previously approved site plans, including all required trade reviews, along with any required Zoning, Engineering and Impact Fee reviews. Reviews external to GMD P&R, such as a Fire, are excluded. The performance standard time frame begins upon submission of the application, and runs until either issuance of a comment letter or at approval. Review standard guarantees require the submission of a sufficient number of plan sets (to be determined by the Building Department) to accommodate parallel trade reviews.
 - 1) New Residential construction reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
 - 2) New Commercial construction reviews will be completed within 15 business days (if longer than 15 business days 50% of review fee refunded).
 - 3) Alterations, Additions and Minor Permits:
 - a) Residential permit application reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
 - b) Commercial permit applications requiring only a single trade review and will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).

- c) Commercial permit applications requiring 2 or 3 trade reviews will be completed within 10 business days (if longer than 10 business days 50% of review fee refunded).

B) Annual Fee Adjustments

- 1) Proposed Annual Fee adjustments for Building Department fees shall equal the average personnel cost change (COLA plus average merit) approved by the BCC as part of that fiscal year's budget, adjusted for any change in staffing levels.
- 2) Annual fee adjustments will become effective on Jan 1 of each fiscal year if approved.
- 3) Annual fee adjustments require full review and recommendation to the BCC from the Development Services Advisory Committee. Annual fee adjustments also require full BCC approval.
- 4) Annual fee adjustments require Building Fund total reserves to be less than 6 months of the Building Fund operating budget for that fiscal year. If reserves exceed six months of budgeted operating expenses, no annual adjustment can be requested.

C) Special Fee Adjustment

- 1) If Building Fund total reserves are projected to exceed six months of operating expenses in the proposed budget of any upcoming fiscal year, fees will be lowered in sufficient amount to insure Building Fund reserves remain under six months of budgeted expenses.
 - 2) If Building Fund total reserves are projected to fall below three months of operating expenses in the proposed budget of any upcoming fiscal year, a special fee increase in sufficient amount to insure Building Fund total reserves remain over three months of budgeted expenses will be proposed for full Development Services Advisory Committee review and BCC approval.
 - 3) Six months following any fee adjustment, other than annual increases, a full review of resulting revenue will be presented for the review of the Development Services Advisory Committee. The committee can make a recommendation to the BCC to lower fees if revenue exceeds either revenue projections used in fee adjustment calculations or targeted reserve levels.
- D) Estimated inspection fees to be paid at the time of permit issuance, and will be reconciled to the actual number of inspections performed (refunds issued if estimated inspections exceed actual, additional payment required prior to the CO issuance if actual inspections exceed estimated).

JJ) RECORD RETRIEVAL

- 1) No charge for normal retrieving of records from inactive or remote storage including microfilmed documents.
- 2) Next day expedited retrieval of records from inactive or remote storage: **\$75.00**

KK) COPY FEES

- 1) The fee for blueprint and miscellaneous copying shall be as follows:
 - a. Microfilm copies, of documents less than 11x17 inches: **\$0.15** other sizes at cost of production.
 - b. Microfilm or Blueprint copies:
 - 18 X 24 **\$1.25** per page
 - 30 X 36 **\$2.50** per page
 - 30 X 42 **\$3.25** per page
 - 34 X 44 **\$5.00** per page
 - c. Growth Management/Planning & Regulation self-service copier, public access and not related to public record retrieval or public record copies: documents less than 14x8.5 inches **\$0.15** per page inclusive of sales tax.

LL) RESEARCH

- 1) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour

- 2) The fee for creating and designing special computer generated reports that are not part of the regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.

MM) SUBSCRIPTION SERVICE

The fee for one-year subscription service to be mailed quarterly shall be **\$15.00** per year. The subscription year is from Oct. 1 through Sept. 30.

NN) RESERVED

OO) PROPERTY INSPECTIONS

- 1) Property Inspection
 - a. Property Inspection - **\$200.00** per unit
 - b. Re-inspection Fee - **\$50.00** per re-inspection per unit.
 - c. Initial Registration Fee through 2009 rental registration period - **\$30.00** per property.
 - d. Annual Renewal - **\$20.00**/per property through 2009 rental registration period.
 - e. Annual Late Fee - **\$10.00**/ per day per property up to a maximum of **\$80.00** through 2009 rental registration period.
 - f. The term "property" means a parcel or contiguous parcels with any number of rentals located thereupon under common ownership and/or management.

PP) CERTIFICATE TO BOARD BUILDING

- 1) Initial Boarding Certificate - **\$0**
- 2) Boarding Certificate Extension - **\$150**

QQ) ADDITIONAL FEE REFUND PROVISIONS

- 1) Requests for fee waivers may only be approved by the Board of County Commissioners. Waiver requests for development review and building permit fees shall be submitted in writing directly to the appropriate Community Development & Environmental Services Division Staff, who will prepare an executive summary for consideration by the Board. Such requests shall include a statement indicating the reason for the fee waiver request and, if applicable, the nature of the organization requesting the fee waiver.

RR) REFUND PROVISIONS

- 1) **PAYMENT OF FEES:** Full payment of fees is required for a complete application. Department policy requires full payment of fees at the time of application submittal. No work will begin on staff review of the application until all fees are paid in full. If full payment of fees is not received within 14 calendar days of application submittal, the application will be considered void. At this point, a new application and full payment of fees will be required to proceed with a project.
- 2) There will be no refund of Planning, Environmental, or Engineering related fees, except those applications which have been deemed not sufficient for staff review or inspection and withdrawn by the applicant. Either the applicant or payer may, within 4 years of the date of payment apply for a refund for only those staff review or inspection services that were not performed. Failure to make timely application for a refund shall waive any right to a refund.

The application for a refund shall be filed with the County Manager of his/her designee and shall contain the following:

- a. The name and address of the applicant;
- b. The location of the property upon which the development was proposed;
- c. The date the specified fee was paid;
- d. A copy of receipt of payment; and
- e. Payment of a non-refundable "refund processing fee" equal to one percent (1%) of the refund requested, except that the minimum processing fee shall be \$25.00 and the maximum processing fee will not exceed \$250.00.

Refund requests totaling \$25,000.00 or more cannot be approved administratively and must be submitted to the Board of County Commissioners for approval.

- 3) In no cases will there be refunds for pre-application fees, data conversion fees, appeals of administrative decisions, or appeals to the Board of Zoning Appeals or Building Board of Adjustment.
- 4) If staff error causes the inappropriate or unnecessary filing of an application and payment of fees, 100 percent of all inappropriate fees, shall be refunded upon written request and with the concurrence of Department management.

SS) ADDITIONAL FEE PROVISIONS

- 1) In those cases where alternative methods or timing of payments for GMD-P&R services and / or fees listed in this schedule associated with SBR reviews are deemed to best serve the public good, the Growth Management Division Administrator will have the authority to approve such alternatives. Such alternative must be in writing and signed by all principals involved. In no case shall final C.O. or such certifications of project completeness be issued until payments due GMD-P&R are received in full.
- 2) All hourly fees are computed and charged from actual Divisional time tracking records.
- 3) All acreage totals used in fee calculations will be rounded up to the nearest whole acre.
- 4) When deemed essential for project review or approval, there will be no additional charge for any meetings requested by GMD-P&R staff.

TT) PUBLIC VEHICLE FOR HIRE FEES

- 1) The following fees shall be assessed for the Public Vehicle for Hire Program: (In the event that the background check fee charged to the county exceeds the minimum fee established by the county, the applicant(s) shall be responsible for the actual cost of the search).
 - a. Initial Application fee (new Companies) - \$200
 - b. Initial Certificate to Operate (Feb 1-Jan 31) - \$325.00
 - c. Annual Certificate to Operate Renewal - \$325.00
 - d. Late Fee for CTO Renewal - \$200.00
 - e. Sub-Certificate Application Fee (New Companies) - \$100.00
 - f. Sub-Certificate - \$162.50
 - g. Annual Sub-Certificate renewal - \$162.50
 - h. Late Fee for Sub-Certificate Renewal - \$100.00
 - i. Vehicle Decal - \$50.00
 - j. Temporary Vehicle Decal - \$5.00 per vehicle/per day
 - k. Temporary Vehicle Decal (In case of inoperable decal vehicle) - \$5.00/per vehicle
 - l. Driver Identification Card (Initial/Renewal) - \$75.00 per driver
 - m. 2nd Driver Identification Card - \$25.00
 - n. Replacement Driver ID - \$10.00
 - o. On-site Vehicle Permitting - \$15.00 per vehicle

UU)"PAYMENT IN LIEU OF" FEE FOR PATHWAYS (SIDEWALKS, AND BIKE LANES)

- 1) Calculated using the current Florida Department of Transportation (FDOT) construction costs or an engineering estimate not to exceed twenty-five percent (25%) of the submitted application request's total project cost.

VV) OPTIONAL EXPEDITED BUILDING PERMIT PLAN REVIEWS

- 1) Optional expedited building permit plan review fee shall be 30% of the building permit fee (additional to full building permit fees) with a minimum fee of \$50.00
 - a. Participation in the optional expedited review program is subject to limited availability, applications will be accepted on a first come first served basis.

- b. Review completion times are guaranteed to equal, or be less than, one half of the normal advertised completion timeframes. Should the expedited review exceed this guaranteed completion time, the 30% optional expedited building permit review fee will be refunded to the applicant, and all normal permit fees will apply. Such guarantee and refund provisions shall apply to reviews, and do not infer or relate to approvals.
- c. Optional expedited building permit review fees shall be due at the time of building permit application submission.
- d. Any required re-submissions of permit applications' leading to re-reviews, when due to applicant insufficiencies, shall be subject to additional optional expedited building permit plan review fees if an additional expedited review is requested by the applicant for the re-review, and shall be calculated against re-submission charges.

WW) FENCES

- 1) **\$35.00** application fee plus **\$35.00** per inspection as required.

XX) OPTIONAL TEMPORARY CERTIFICATE OF OCCUPANCY

- 1) **\$250.00** for commercial, over 30,000 sq. ft **\$500.00**.
- 2) **\$100.00** for residential

This is the last page of the GMD-P&R Fee Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2016

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

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

PRODUCER IRONWOOD INSURANCE SERVICES, LLC 3715 Northside Parkway NW STE 1-500 Atlanta GA 30327-2868	CONTACT NAME: Trey Cotney PHONE (A/C No. Ext): (404) 503-9100 FAX (A/C No.): (404) 503-9101 E-MAIL ADDRESS: tcotney@ironwoodins.com
INSURED Nova Engineering and Environmental, LLC Nova Engineering and Environmental, Inc. 7999 Mercantile Street Unit 14 North Fort Myers FL 33917	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Specialty Insurance Co NAIC # 36927 INSURER B: Cincinnati Insurance Company 10677 INSURER C: Darwin Select Insurance Company 19489 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15-16 Fort Myers

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		FACE302573	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		CAP 5227915	8/31/2015	8/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		EXC30257	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		0309-1788	8/31/2015	8/31/2016	Each Claim \$2,000,000 Aggregate \$4,000,000

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

Certificate Holder is additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners
3327 Tamami Trail East
Naples, FL 34112

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

AUTHORIZED REPRESENTATIVE

Francie Mooney/TREYCO

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2016

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

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

PRODUCER Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 951-4177	FAX (A/C, No): (480) 951-4266
INSURED Nova Engineering and Environmental, LLC. 5475 Lee Street Unit 303 Lehigh Acres, FL 33971	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 40142		

COVERAGES

CERTIFICATE NUMBER: 16FL275900859

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS * ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC 01-23-188-01	06/01/2016	06/01/2017	☒ PER STATUTE ☐ OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			Location Coverage Period:	06/01/2016	06/01/2017	Client# 40-1101-LEHIGHACRES-MPP	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nova Engineering and Environmental, LLC.
5475 Lee Street Unit 303
Lehigh Acres, FL 33971

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamiami Trail East
Naples, FL 34112

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andy Atsaves

© 1988-2014 ACORD CORPORATION. All rights reserved.

REQUEST FOR PROPOSAL



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation 16-6544 Planning and Regulation Staffing

Adam Northrup
239-252-6098 (Telephone)
239-252-6302 (Fax)
adamnorthrup@colliergov.net (Email)

This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.



Table of Contents

LEGAL NOTICE	3
EXHIBIT I: SCOPE OF WORK, SPECIFICATIONS AND RESPONSE FORMAT	4
EXHIBIT II: GENERAL RFP INSTRUCTIONS	13
EXHIBIT III: COLLIER COUNTY PURCHASE ORDER TERMS AND CONDITIONS	17
EXHIBIT IV: ADDITIONAL TERMS AND CONDITIONS FOR RFP.....	21
ATTACHMENT 1: VENDOR'S NON-RESPONSE STATEMENT	30
ATTACHMENT 2: VENDOR CHECK LIST	31
ATTACHMENT 3: CONFLICT OF INTEREST AFFIDAVIT.....	32
ATTACHMENT 4: VENDOR DECLARATION STATEMENT	33
ATTACHMENT 5: AFFIDAVIT FOR CLAIMING STATUS AS A LOCAL BUSINESS.....	35
ATTACHMENT 6: IMMIGRATION AFFIDAVIT CERTIFICATION	36
ATTACHMENT 7: VENDOR SUBSTITUTE W – 9	37
ATTACHMENT 8: INSURANCE AND BONDING REQUIREMENTS.....	38
ATTACHMENT 9: REFERENCE QUESTIONNAIRE.....	40



Legal Notice

Sealed Proposals to provide Planning and Regulation Staffing will be received until **3:00PM Naples local time, on Date** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

Solicitation

16-6544 – Planning and Regulation Staffing

Services to be provided may include, but not be limited to the following: staffing and service support to the Growth Management Division for operational requirements such as planning and zoning, development engineering, environmental review, building and inspection services, and other staffing as required.

A mandatory or non-mandatory pre-proposal conference will be held on date, commencing promptly at time AM or PM, and will be held in the Purchasing Department Conference Room, Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid.

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
Director, Procurement Services

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on



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

Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Growth Management Division (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

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

Brief Description of Purchase

The purpose of this Request for Proposal is to select a firm(s) which can provide comprehensive staffing and service support to the Growth Management Division for operational requirements such as planning and zoning, development engineering, environmental review, building and inspection services, and other staffing as required. Historically, County departments have spent approximately \$281,368.75.

Detailed Scope of Work

Scope of Work

The County is seeking a firm to provide comprehensive staffing and service support to the Growth Management Division for operational requirements for planning and regulation. These resources shall provide services to augment staff in the Growth Management Division during peak periods for building permit applications, reviews, inspections, and all other related support functions. Such other related functions include but are not limited to land use review, architectural review, engineering review, and addressing and GIS support.

Specific Personnel Requirements

1. Performs technical spatial data processing work (data creation, manipulation, analysis, and cartographic/data output) specializing in Geographic Information Systems and information technology. Responsible, under general supervision, for creating and maintaining various primary and secondary spatial databases (using Environmental Systems Research Institutes (ESRI), GIS software). Must possess working knowledge and understanding of GIS map generation using ESRI's ArcMap software; spatial and attribute digital data capture and editing procedures; review and cross-checking of spatial/attribute relationships in digital products; cartographic data requirements necessary for developing any given GIS product; computer aided drafting software programs.
2. Interprets, explains, and ensures architecture compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, architectural standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and architectural standards; reviews changes to construction plans; provides recommendations and comments on development

plans. Performs site visits or field inspections of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; sets elevation; takes photographs and measurements of field conditions. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Architect Registration.

3. Interprets, explains, and ensures engineering compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, engineering standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction/engineering plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and engineering standards; reviews engineering studies, engineering reports, and cost estimates; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits, field inspections, or land surveys of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; performs surveying to collect data; sets elevation; takes photographs and measurements of field conditions. Reviews sewer video recordings using a Pipeline Assessment Certification (PAC) certified technician under the direction of a Florida registered professional engineer and provides a findings report that conforms to PAC and Collier County Public Utilities District (CCPUD) standards. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Engineer License with emphasis in building construction and design.
4. Provides customer service and administrative/clerical support for the issuance of building and development permits. Receives permit applications and supporting documentation; determines what information and actions are needed to approve permit depending upon the nature/type of the permit requested. Researches Collier County Land Development Code (LDC) and Planned Unit Developments (PUD) to determine setbacks and/or verify that structures can be constructed; interprets LDC, PUD, County Ordinances and other codes, regulations and standards as they apply to each permit application. Verifies contractor license validity, determines spot survey and FEMA requirements for each permit application. Issues permits upon receipt of all documentation and required approvals. Calculates and issues related payment slips.
5. Examines construction plans and specifications for buildings, residence dwellings and/or other structures to determine compliance with the provisions of the County's Building, Mechanical, Electrical and Plumbing codes, and zoning ordinance for issuance of building permits. Identifies any defects or inadequacies; prepares plan check correction reports; approves plans that comply. Reviews corrections and changes submitted for plans that were rejected and revisions to plans that originally passed and already permitted; prepares and files code compliance reports. Reads and interprets blueprints, construction plans, specifications and technical drawings; reviews same for compliance with applicable engineering codes, ordinances and regulations; prepares energy calculations and fixture counts. Approves permits for construction; calculates and assesses proper fees for permits and/or inspections. Must possess and maintain Building Plans Examiner license in the specific category to perform plans review in the State of Florida
6. Travels to construction site locations and performs field inspections of new or existing buildings during various stages of construction and remodeling to ensure compliance with

applicable building, electrical, plumbing, gas, and mechanical codes. Reviews quality of installation and workmanship of various components and systems to ensure proper installation and function. Provides direction when deficiencies or violations are discovered; issues citations for noncompliance with appropriate codes; suspends construction as necessary. Observes job site safety of projects on county property; ensures proper hazard signage to limit danger of injury to construction personnel, the public, the neighbors, site visitors, and other inspectors. Must possess and maintain Building Inspector license in the specific category to perform inspections in the State of Florida.

7. Conducts plan review of site development and site improvement plans for compliance with the Land Development Code (LDC) that would normally be associated with obtaining a building permit including architectural review. Researches, reviews and prepares for approval building permits, zoning certificates for all businesses obtaining occupational licenses, temporary use permits and building permits. *Florida Certified Professional Architect qualification is required*
8. Prepares and processes program/operational documents (permits, work orders, project records, etc.). Researches, assembles and compiles information needed to complete documents. Answers Department telephones; assists callers with questions regarding department programs, services or procedures; refers callers to other staff members as appropriate; and takes messages. Receives, screens and assists visitors and/or customers; provides information; and/or directs visitors to appropriate staff member or department. Provides information regarding department programs; explains policies and procedures and receives applications, requests and/or complaints for processing.

The selected firm shall provide the following:

1. Must adhere to all State of Florida and County laws and ordinances in the review or completion of responsibilities assigned under this agreement, and must be licensed pursuant to their trades and rules and regulations of the State of Florida governing statutes.
2. Respond to the County's request for service within three business days from the point of contact.
3. Proposer shall maintain its firm's single fixed percent discount expressed as either a negative or positive throughout the term of the resultant contract. Exhibit A identifies the Growth Management Division / Planning and Regulation Fee Schedule set by the Board of County Commissioners. These rates, less 10% (for administrative and management fees by the Growth Management Division), are fixed and shall not deviate (except at the direction of the Board of County Commissioners). The proposer is given an opportunity to offer the County a positive or negative discount (expressed as decimal) above or below the Fee Schedule less ten (10) percent as a part of their proposal.
4. State of Florida credentialed inspectors, testers, and other identified positions by the Division of Growth Management.
5. A communication and escalation strategy for personnel not performing their assigned responsibilities.
6. Complete work (direction from the Growth Management Division project manager) within five business days from point of contact with the public.
7. Reduce invoices by 50% should the firm not meet performance measure of five business days to perform the work.
8. Maintain performance and risk management measurement tracking reports and provides to project manager weekly. During the first three months of the contract, the firm must collaborate with the County to develop performance metrics, tracking services, positions, costs, schedule completion / overruns, anticipated and unanticipated risks, etc.

9. Provide monthly billing statement/ invoice identifying the positions, services and hours in "line item" detail by function.
10. All records produced on behalf of Collier County are subject to the State of Florida Public Records Law and public records retention schedules.

Additionally, the selected firm shall:

1. Provide information technology resources and equipment that are:
 - a. Compatible with Collier County Information Technology system protocols and available to provide all provisions of the services required by the scope of services
 - b. Provided to the staff who are assigned to the RFP scope of service.
2. Provide equipment and resources to assigned staff (other than information technology resources) that shall include vehicles or trucks for building inspections or other services as a part of this RFP.
3. For building permits, plan reviews and inspections:
 - a. All inspections requested prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.
 - b. Organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by Collier County Resolution No. 2010-130, or the most recent version of the fee schedule approved by a Collier County resolution, if modified since the date of this RFP, less 10%. Exhibit A is the current schedule which may be amended.
 - c. Issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable Collier County Ordinances.
 - d. Ensure that all construction activities are permitted and inspected in strict conformance with County's codes and ordinances.
 - e. Make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable County ordinances, codes and laws. Inspections shall include excavation, subsurface drainage, inlets and manholes construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.
 - f. Provide assistance in reviewing construction plans submitted by developers to COUNTY's Planning and Zoning Department.
4. For planning and zoning services:
 - a. Provide information concerning zoning and building codes to the general public, builders, developers, Board of County Commissioners and Planning and Zoning Commission.
 - b. Review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
 - c. Review setbacks and zoning for all commercial and residential building permits.
 - d. Review and approve commercial and residential plans.
 - e. Review construction plans submitted to ensure compliance with the Land Development Code and all local and state building codes.
 - f. Review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
5. Allow the County to reject employees from the resultant contractor's pool of candidates, at the County's sole discretion.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for two (2) years, with two (2) two (2) year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	Date
Last Date for Receipt of Written Questions	Date, Time, Naples Local Time
(Include if applicable) pre-solicitation meeting	Date, Time, Naples Local Time and Locations
Addendum Issued Resulting from Written Questions or Pre-Proposal Conference (Include if applicable)	Date
Solicitation Deadline Date and Time	Date, Time, Naples Local Time
Anticipated Evaluation of Submittals	Date Range
Vendor Presentations if Required (Include if applicable)	Date Range
Anticipated Completion of Contract Negotiations (Include if applicable)	Date Range
Anticipated Board of County Commissioner's Contract Approval Date	Date Range

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab 1: Cover Letter/Management Summary (not weighted)

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning your proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

2. Tab 2: Technical Proposal (40 Points)

Provide a technical proposal specifically addressing how it intends to comply with the County's scope of work requirements, including:

- a. Provide specific approach to successfully completing scope of work.
- b. Indicate your firm's quality assurance/quality control process that you will implement should your firm be awarded a contract.
- c. Positions available to fulfill the County's scope of work.

3. Tab 3: Proposer's Experience and Capacity (10 points)

Demonstrate key parts of your firms experience that makes you uniquely qualified to perform these services for the County, including:

- a. Resume of assigned project "lead" for County's scope of work and any other key personnel that will be assigned to our account.
- b. Provide information that documents your firm's and subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- c. Describe the various team members' successful experience in working with one another on previous projects. Please detail contributions that the team members have made these projects, and how their contributions were measured.
- d. Why is your firm better at providing the requested services than your competitors?

4. Tab 4: Single Fixed Discount (20 Points)

Firm's single fixed percent discount expressed as either a negative or positive. (Complete information and submit as indicated below).

Provide the firm's single fixed percent discount off the established fee schedule rates less 10% (Growth Management's contract administration fee) that the firm offers to the County. (see example listed below)

Circle one: Positive or Negative

Indicate percent offer

(Expressed as decimal; i.e. ".02" for 2 % or ".025" for 2.5%)

Exhibit A identifies the Growth Management Department/Planning and Regulation Fee Schedule set by the Board of County Commissioners. These rates, less 10% (for administrative and management fees by the Growth Management Division), are fixed and shall not deviate (except at the direction of the Board of County Commissioners). The proposer is given an opportunity to offer the County a positive or negative discount (expressed as decimal) above or below the Fee Schedule less ten (10) percent as a part of their proposal.

Example:

Description of Service	Proposer A (proposed negative percent)	Proposer B (proposed positive percent)
Blasting Inspection Fee	\$200	\$200
10% Growth Management contract administration fee	- \$20	- \$20
Base fee for proposer's to consider	\$ 180	\$ 180
Proposed discount (two vendors)	- .01 or (\$ 1.80)	+ .01 or \$ 1.80
Cost of Service to be charged to the County	\$178.20	\$ 181.80

Prior to the Selection Committee reviewing the proposals, the following methodology will be applied to each:

- The highest number of points (20) will be awarded to the vendor who has the greatest "percent offer."
- The greatest "percent offer" will be divided by the next greatest vendor's "percent offer" which will then be multiplied by 20 points to determine that vendor's scored points. Each subsequent vendor's "percent offer" will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

The Points Awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor with the fee schedule presented.

Members of the Selection Committee may, at their sole discretion, modify the Cost of Services Points assigned after a thorough review of the proposal and prior to ranking of the final Selection Committee.

5. Tab 5: Hourly rates (10 points):

The Growth Management Department may have specific need to have full or part time staffing available for various positions. On one page, complete the chart below with pricing for the requested positions in lines 1-5. Add the hourly rates for lines 1-5 and insert total into line six.

Line #	Position Title	Hourly Rate
1	Building Official	
2	Fire Official	
3	Plans Examiner	
4	Code Inspector	
5	Permit Technician	
6	Hourly Rate Total	

Prior to the Selection Committee reviewing the proposals, the following methodology will be applied to each:

- The greatest number of points allowed in this criterion will be awarded to the vendor who has the lowest line 6 total.
- The next lowest vendor's Total will be divided by the lowest vendor's Total which will then be multiplied by criteria points to determine the vendor's points awarded.
- Each subsequent vendor's point score will be calculated in the same manner.

The Points Awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor with the fee schedule presented.

Members of the Selection Committee may, at their sole discretion, modify the Cost of Services Points assigned after a thorough review of the proposal and prior to ranking of the final Selection Committee.

6. Tab 6: Attachment 9: Fully completed References (10 Points)

Not to exceed five (5) references from individuals who have had similar work to the County's outlined scope of work.

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall total each of the vendor's reference scores and create a ranking from highest number of points to lowest number of points.
- The highest number of points (10) will be awarded to the vendor who has the highest reference score.
- The vendor's reference score will be divided by the highest vendor's reference score which will then be multiplied by 10 points to determine the vendor's Points Awarded. Each subsequent vendor's reference score will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	10
Vendor DEF	435	9.8
Vendor GHI	425	9.6
Vendor JKL	385	8.7
Vendor MNO	385	8.7
Vendor PQR	250	5.6

The Points Awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor.

The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

7. Tab 7: Completed RFP Submissions / Forms (Non-Weighted)

- a. Attachment 1: Vendor Check List
- b. Attachment 2: Conflict of Interest Affidavit
- c. Attachment 3: Vendor Declaration Statement
- d. Attachment 4: Immigration Affidavit and E-Verify profile page or memorandum of understanding
- e. Attachment 5: Insurance and Bonding
- f. Attachment 6: Affidavit for Claiming Local Vendor Preference

The Selection Committee reserves the right to not invite firms back for presentations / interviews after the consensus rankings of the written proposals up to a maximum of four (4) firms.

Presentation / Interview of Shortlisted Firms

If requested by the Selection Committee, the County shall invite the shortlisted firms designated project lead for a brief presentation/interview.

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. 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 noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

5. Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. Delivery of Proposals

All proposals are to be delivered before Time AM or PM, Naples local time, on or before Date to:

Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112

Attn: Adam Northrup, Procurement Strategist

The County does not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Procurement Director, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and Seven (7) disks (CD's/DVD's) with one copy of the proposal on each disk in Word, Excel or PDF. List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Purchasing Policy.

The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The County's procedure for selecting is as follows:

1. The County Manager or designee shall appoint a selection committee to review all proposals submitted.
2. The Request for Proposal is issued.
3. Subsequent to the receipt closing date for the proposals, the Procurement professional will review the proposals received and verify each proposal to determine if it minimally responds to the requirements of the published RFP.
4. Selection committee meetings will be open to the public and the Procurement professional will publicly post prior notice of such meeting(s) in the lobby of the Purchasing Building and on the County's Procurement Services Internet site.
5. Prior to the first meeting (Organization Meeting) of the selection committee, the Procurement professional will post a notice announcing the date, time and place of the meeting at least three (3) working days prior to the meeting. At the initial organization meeting, the selection committee members will receive instructions, the submitted

proposals, and establish the next selection committee meeting date and time. After the first meeting, the Procurement professional will publically announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be posted with at least one (1) day advanced notice.

6. Selection committee members will independently review and score each proposal based on the evaluation criteria stated in the request for proposal using the Individual Selection Committee Score and Rank Form and prepare comments for discussion at the next meeting. The Individual Selection Committee Score and Rank Form is merely a tool to assist the selection committee member in their review of the proposals.
7. At the scheduled selection meeting, the members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other, and may ask questions of one another. At the conclusion of that discussion, members of the public will be offered an opportunity (not to exceed three (3) minutes) to provide comments.
8. At the conclusion of public comments (provided for in number 7), the selection committee members will individually rank order each proposer. Collier County selection committee members may consider all the material submitted by the Proposer and other information Collier County may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type, including, without limitation, additional information Collier County may request, clarification of proposer information, public comments, and/or additional credit information.
9. Once the individual ranking has been completed, the Procurement professional will direct selection committee members to read their individual ranking publically. The Procurement professional will record individual rankings on the Final Ranking Sheet which will mathematically compile into an overall selection committee rank of proposers.
10. In any of the selection committee meeting deliberations, by consensus, members may request to invite proposers in to clarify their proposals, ask for additional information, present materials, interview, ask questions, etc. The members may consider any and all information obtained through this method in formulating their individual ranking and subsequent selection committee overall ranking and final ranking.
11. The selection committee's overall rank of firms in order of preference (from highest beginning with a rank of one (1) to the lowest) will be discussed and reviewed by the Procurement Strategist. By final consensus, and having used all information presented (proposal, presentation, references, etc.), the selection committee members will create a final ranking and staff will subsequently enter into negotiations. Award of the contract is dependent upon the successful and full execution of a mutually agreed contract, pending the final approval by the Board of County Commissioners.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. References

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. Proposal Selection Committee and Evaluation Factors

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

List evaluation factors and points (see below for examples)

Tab II, Technical Proposal	40 Points
Tab III, Proposer's Experience and Capacity	10 Points
Tab IV, Single Fixed Discount	20 Points
Tab V, Hourly Rates	10 Points
Tab VI, References	10 Points
Local Vendor Preference	10 Points
TOTAL	100 Points

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Collier County 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 Terms and Conditions for RFP

1. 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 the Insurance and Bonding attachment 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 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. 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 the Insurance and Bonding attachment, 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.

2. 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.

3. 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 Policy.

4. County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

5. Vendor Performance Evaluation

The 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 this Agreement.

6. Additional Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

The County's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

7. Payment Method

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 should 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.

8. 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.

9. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Collier County is also 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.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

10. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. Relation of County

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

12. Termination

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately 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.

13. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

14. 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.

15. 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.

16. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

17. Survivability

Purchase Orders: The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 16-6544 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

18. Protest Procedures

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.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. 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.

19. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. Security and 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.

21. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. 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.

22. 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.

23. Immigration 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.

24. Collier County Local Preference Policy

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Under this solicitation proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

For all purchases of commodities and services procured through a competitive proposal process and not otherwise exempt from this local preference section, the solicitation shall include a weighted criterion for local preference that equals 10 percent of the total points in the evaluation criteria published in the solicitation. Purchases of professional services as defined and identified under subsection 11B.2 (which are subject to Section 287.055, F.S.) and subsection 11B.3 (which are subject to Section 11.45, F.S.) shall not be subject to this local preference section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.



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 for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation 15-6544 – Planning and Regulation Staffing for the following reason(s):

- ☐ Services requested not available through our company.
- ☐ Our firm could not meet specifications/scope of work.
- ☐ Specifications/scope of work not clearly understood or applicable (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): _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- ☐ The Proposal has been signed.
- ☐ All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:
Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Adam Northrup, Procurement Strategist
- ☐ The **mailing envelope must be sealed and marked** with Solicitation 16-6544 – Planning and Regulation Staffing and Due Date.
- ☐ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)
- ☐ If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Procurement Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name _____

Title of Signatory _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____,

20_____,

by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following

identification _____.

Notary Public

My Commission Expires _____



Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

RE: Solicitation: 16-6544 – Planning and Regulation Staffing

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation: 16-6544 – Planning and Regulation Staffing**.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20
in the County of _____, in the State of _____.

Firm's Legal Name:

Address:

City, State, Zip Code:

Florida Certificate of
Authority Document Number:

Federal Tax Identification
Number

CCR # or CAGE Code

Telephone:

FAX:

Signature by:

(Typed and written)

Title:

Additional Contact Information

Send payments to:

(required if different from above)

_____ Company name used as payee

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

FAX:

Email:

Office servicing Collier

County to place orders

(required if different from above)

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

_____ Email _____



Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: 16-6544 – Planning and Regulation Staffing (Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- ☐ Collier County
☐ Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy: Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Vendor must complete the following information:

Year Business Established in ☐ Collier County or ☐ Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in ☐ Collier County or ☐ Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____

Signature: _____ Title: _____

STATE OF FLORIDA

☐ COLLIER COUNTY

☐ LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



Attachment 6: Immigration Affidavit Certification

Solicitation: 16-6544 – Planning and Regulation Staffing

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 _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

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

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

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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



**Attachment 7: 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 _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
Order Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____	Remit / Payment Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

☐ Individual / Sole Proprietor	☐ Corporation	☐ Partnership
☐ Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	☐ 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) _____ (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 _____
Title _____	Phone Number _____



Attachment 8: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. ☒ Employer's Liability	<u>\$1,000,000</u> single limit per occurrence
3. ☒ 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. ☒ 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. ☒ Automobile Liability	<u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. ☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence ☐ 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 ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$ _____ Per Occurrence • \$ 500,000 each claim and in the aggregate • \$1,000,000 each claim and in the aggregate • \$2,000,000 each claim and in the aggregate ☒ Professional Liability \$1,000,000 per claim and in the aggregate

- \$1,000,000 per claim and in the aggregate
- \$2,000,000 per claim and in the aggregate

- ☐ Valuable Papers Insurance \$_____ Per Occurrence
- ☐ Employee Dishonesty / Crime \$_____ Per Occurrence
Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss
Payee endorsement naming Collier County.

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.

GG for Jeff Walker 12/18/2015

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 _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____



Attachment 9: Reference Questionnaire

Solicitation: 16-6544 – Planning and Regulation Staffing

Reference Questionnaire for:

(Name of Company Requesting Reference Information)

(Name of Individuals Requesting Reference Information)

Name: _____ Company: _____
(Evaluator completing reference questionnaire) (Evaluator's Company completing reference)

Email: _____ FAX: _____ Telephone: _____

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Please FAX this completed survey to: _____ By _____

EXECUTIVE SUMMARY

Recommendation to award contract under Request for Proposal (RFP) #16-6544 “Growth Management Division Planning and Regulation Staffing” to Nova Engineering and Environmental, LLC, to provide temporary staffing and services to the Growth Management Department.

OBJECTIVE: To provide comprehensive temporary staffing and service support to the Growth Management Department (GMD).

CONSIDERATIONS: In order to manage increased workloads during peak business periods without the burden of incurring long-term costs associated with hiring permanent employees, GMD has augmented staff, as needed, by contracting with a professional staffing and service contractor. The contractor assists staff by providing:

- building permit intake, review, and inspection services,
- planning, zoning, engineering, and environmental reviews,
- associated support functions,
- other staffing as required.

On February 14, 2012, the Board of County Commissioners (Board) approved a contract (Agenda Item 16.A.16) with Nova Engineering and Environment, LLC, for temporary staffing and service support. The contract term was for two years with an option to extend one year two times. The present contract was set to expire on February 26, 2016, but was extended for an additional six months until a new contract could be approved. Solicitation RFP #16-6544 “Growth Management Division Planning and Regulation Staffing” was advertised on December 28, 2015. Notices were sent to 701 firms; 36 packages were downloaded and 3 proposals were submitted. A selection committee reviewed the proposals and on February 11, 2016, selected Nova Engineering and Environment, LLC, as the award winner.

This contract does not involve hiring individuals involved in professional service areas that would conflict with the Consultants’ Competitive Negotiation Act (CCNA) per Florida Statute § 287.055. The intent of these services is to augment building inspections and other services not falling within the parameters of CCNA.

Payment for services will be based on one of two methods, which shall be clearly indicated on the purchase order: Method 1, a revenue-share basis of 85% to the Contractor and 15% to the County or Method 2, by hiring specifically identified personnel in accordance with the “Hourly Rate Schedule” as set forth in Exhibit “B” in the attached “Agreement #16-6544 for Planning and Regulation Staffing.” Any future updates to the Exhibit “A” Fee Schedule may be made via a Change By Letter. The rates in the “Hourly Rate Schedule” shall be the maximum rates charged and will remain in effect for the initial term of the contract.

Historically the County has chosen to use Method 2 as the primary method for payment. It is the intent to continue to use this option as it is easier to administer and covers most of the functions required. Method 1 will be retained as an option for flexibility to use in the future for a service that may have been itemized in the Fee Schedule but not covered in the hourly rate schedule.

FISCAL IMPACT: Funds to support this temporary staffing contract have been budgeted for FY16 in the GMD Operations and Regulatory Management Division in Fund 113, Cost Center 138900. In FY15, approximately \$423,000 was spent on the current contract.

LEGAL CONSIDERATIONS: This item is approved as to form and legality, and requires majority vote for Board approval.—SRT

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this Executive Summary.

RECOMMENDATION: To award contract #16-6544 “ Growth Management Division Planning and Regulation Staffing” to Nova Engineering and Environmental, LLC to provide temporary staffing and services to the Growth Management Department, and authorizes the Chair to sign the attached contract.

Prepared By: Kenneth Kovensky, Director, Operations & Regulatory Management Division,
Growth Management Department

Attachments:

- 1) Nova Engineering and Environmental LLC Proposal

Due to the size of this document, it is accessible at:

[http://apps3.collier.gov.net/agenda/ftp/2016BCCMeetings/AgendaMay2416/GrowthMgmt/16-6544 NOVA-KimleyHorn Proposal.pdf](http://apps3.collier.gov.net/agenda/ftp/2016BCCMeetings/AgendaMay2416/GrowthMgmt/16-6544%20NOVA-KimleyHorn%20Proposal.pdf)

- 2) Agreement #16-6544 for Planning and Regulation Staffing
- 3) Growth Management Division/Planning and Regulation Fee Schedule
- 4) Final Ranking Sheet