

CONSTRUCTION AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ("County" or "Owner") hereby contracts with **Earth Tech Enterprises, Inc.** ("Contractor") of **6180 Federal Court, Fort Myers, Florida 33905**, a Florida Profit Corporation, authorized to do business in the State of Florida, to perform all work ("Work") in connection with "**Collier County – 2024 Park Shore Renourishment**", Invitation to Bid No. **24-8292** ("Project"), as said Work is set forth in the Plans and Specifications prepared by **APTIM Environmental & Infrastructure, LLC**, the Engineer and/or Architect of Record ("Design Professional") and other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Bidding Documents and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. Owner shall furnish to the Contractor one reproducible set of the Contract Documents and the appropriate number of sets of the Construction Documents, signed and sealed by the Design Professional, as are reasonably necessary for permitting.

Section 2. Scope of Work.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

Section 3. Contract Amount.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **Three Million Five Hundred Sixty-three Thousand Five Hundred Thirty Dollars (\$3,563,530.00)**. The amount of **Two Hundred Fifty-four Thousand Dollars (\$254,000.00)** has been allocated as an Owner's Allowance. Any allowance dollar amount that has been included in the Contractor's Bid Schedule amount is not a guaranteed portion of the aforementioned Contract Amount but rather is only eligible for reimbursement by the Owner if and subject to whether a specific dollar amount of the allowance is expressly authorized by the Owner and formally agreed upon and memorialized by the Parties in writing (the "Owner's Allowance"). Any dollar portion of an Owner's Allowance that is not authorized by the Owner and memorialized by the Parties in writing, via Change Order, shall not be eligible for reimbursement/payment by the Owner as part of a Payment Application submitted by the Contractor.

Section 4. Bonds.

A. If applicable, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B-1 and B-2, in the amount of 100% of the Contract Amount, plus any approved allowance as provided in Section 3, the costs of which are to be paid by Contractor. 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 meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at <https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>. Should the Contract Amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.

Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within **forty-five (45)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended, as more particularly defined herein at Section 16, Defined Terms. Contractor shall achieve Final Completion within **thirty (30)** calendar days after the date the Punch List is delivered to the Contractor. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.

Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Three Thousand Seven Hundred Fifty-six Dollars (\$3,756.00)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess, and Contractor shall be liable for all actual damages incurred by Owner as

a result of Contractor failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date specified by the Project Manager (or at his/her direction, the Design Professional) as memorialized in the Certificate of Substantial Completion issued pursuant to the terms hereof, and as more particularly defined herein at Section 16, Defined Terms. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

C. Computation of Time Periods.

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

D. Determination of Number of Days of Default.

For all contracts, the Owner will count default days in calendar days.

E. Right of Collection.

The Owner has the right to apply any amounts due Contractor under this Agreement or any other agreement between Owner and Contractor, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Contractor, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner.

In the event Contractor defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another contractor or its own forces, the Contractor and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work, as more particularly defined herein at Section 16, Defined Terms. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner.

The Owner shall consider the Agreement complete when the Contractor has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Contractor in writing that the Work is complete. Once the Owner has approved and accepted the Work, Contractor shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties.

Contractor shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Contractor's failure to fulfill all of its obligations under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Contractor any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

Section 6. Exhibits Incorporated.

Exhibits Incorporated: The following documents are expressly agreed upon, attached hereto, and made a part of this Agreement for Solicitation No. **24-8292 "Collier County – 2024 Park Shore Renourishment"**.

- Exhibit A-1: Contractor's Bid Schedule
- Exhibit A-2: Contractor's Bid Submittal Forms and Addendums
- Exhibit A-3: Contractor's List of Key Personnel Assigned to the Project
- Exhibit B-1: Payment Bond Form Not Applicable
- Exhibit B-2: Performance Bond Form Not Applicable
- Exhibit B-3: Insurance Requirements
- Exhibit C: Release and Affidavit Form
- Exhibit D-1: Contractor Application for Payment Form
- Exhibit D-2: Schedule of Values
- Exhibit D-3: Stored Materials Record
- Exhibit E-1: Change Order Form
- Exhibit E-2: Work Directive Form
- Exhibit F-1: Certificate of Substantial Completion Form
- Exhibit F-2: Certificate of Final Completion
- Exhibit F-3: Punch List Form
- Exhibit G-1: Final Payment Checklist
- Exhibit G-2: Warranty
- Exhibit H: General Terms and Conditions
- Exhibit I: Supplemental Terms and Conditions Applicable Not Applicable

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement for Solicitation No. **24-8292 "Collier County – 2024 Park Shore Renourishment"**. The complete contract documents, including Addendum with attachments, are available on the County's on-line bidding system, which the parties agree comprise the final integrated agreement executed by the parties.

Sections corresponding to any checked box () expressly apply to the terms of this Agreement and are available through the County's on-line bidding.

- Exhibit J: Technical Specifications
- Exhibit K: ~~Permits~~
- Exhibit L: ~~Standard Details~~
- Exhibit M: Plans and Specifications prepared by:
APTIM Environmental & Infrastructure, LLC
- Exhibit N: Environmental Health and Safety Requirements for Construction Projects

Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the Owner shall be deemed duly served if delivered by U.S. Mail or E-mail, addressed to the following:

Collier County Board of County Commissioners, FL
c/o Capital Project Planning/Impact Fees/Program Management
2685 Horseshoe Drive S
Naples, FL 34104
Attn: Andrew Miller, Manager – Coastal Zone Program
Phone: 239-252-2922
Email: Andrew.Miller@colliercountyfl.gov

B. All notices required or made pursuant to this Agreement by Owner to Contractor shall be made in writing and shall be deemed duly served if delivered by U.S. Mail, or E-mail, addressed to the following:

Earth Tech Enterprises, Inc.
6180 Federal Court
Ft Myers, FL 33905
Attn: Sophie Luyckx
Phone: 239-774-1223
Email: sophie@earthtechenterprises.com

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. PUBLIC ENTITY CRIMES.

8.1 By its execution of this Contract, Construction Contractor acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Section 9. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 10. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 11. Governing Law.

The Agreement shall be interpreted under, and its performance governed by the laws of the State of Florida.

Section 12. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 13. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by the Agreement.

Section 14. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 15. Change Order Authorization.

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's Procurement Ordinance, as amended, and the terms of the Contract Documents.

Section 16. Construction.

- (i) Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.
- (ii) Defined Terms: The following Defined Terms used in the Agreement shall be understood to be defined as expressly set forth below. Other terms referenced in the Agreement shall be understood as they may separately be defined herein or if not so defined shall be understood consistent with their natural and ordinary meaning.
 - (a) "Application for Payment" shall mean the form provided by the Owner that is to be used by the Contractor in requesting a progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
 - (b) "Construction Project" shall mean a Project, funded by Owner funds that involves the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any real property owned or under the control of the Owner, which Work is being performed under a Construction Contract.

- (c) "Construction Services" shall mean all labor and materials to be provided by Contractor in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. Construction Services also means Work.
- (d) "Contract" or "Contract Documents" shall refer to those documents described in Section 1, subsection A of the Agreement.
- (e) "Defective" shall mean an adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.
- (f) "Department" shall mean the Department or Division initiating and managing the Project on behalf of the Owner.
- (g) "Director" shall mean the Director or Administrator of the Department or Division initiating and managing the Project on behalf of the Owner.
- (h) "Final Acceptance" shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion form, Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.
- (i) "Professional" or "Design Professional" shall mean the professional architectural/engineering firm designated to perform the design, Construction Engineering and Inspection ("CEI") services, by an existing agreement, or resident in-house Owner engineering services for the Work. At times, Owner staff may perform the design for the Work in-house and shall be considered the Professional in relation to the Work or a particular portion of the Work.
- (j) "Project" shall mean the total construction, of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- (k) "Project Manager" shall mean an individual employed by the Owner and assigned to manage and administer the Project which is the subject of the Contract Documents.
- (l) "Proper Invoice" shall mean an invoice that conforms with all statutory requirements and all requirements specified in the Contract Documents.
- (m) "Punch List" shall mean the approved list of incomplete and/or deficient Work that shall be completed by the Contractor after Substantial Completion but before the Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the Contractor. The Punch List is developed by the Contractor, Owner and Professional (if any) in accordance with the provisions of the Contract and

within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

- (n) "Schedule of Values" shall mean a schedule showing all activities of the Work subdivided into component parts in sufficient detail to serve as the basis for measuring quantities in place and/or calculating amounts for progress payments during construction. The Schedule of Values shall be satisfactory in form and substance to the Project Manager.
- (o) "Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, see Exhibit F-1.
- (p) "Work" shall mean the Work to be performed under this Agreement and shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Specifications, schedules, Drawings, and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the Professional from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.
- (q) "Written Directive" shall mean a written directive and also referred to as work directive, as required by in Exhibit H, Section 10.1, in the form that appears in Exhibit E-2 that is issued to a Contractor from Owner in instances where the parties cannot agree on price and/or costs associated with work arising from differing, unforeseen or emergency site conditions and the work in question is part of the "critical path" of the contract schedule. A written directive should ultimately be followed up with an agreed upon Change Order. A verbal Work Directive may only be issued in extraordinary emergencies when necessary to protect and promote the public interest, which shall be followed up with a written Work Directive within five (5) business days.

Section 17. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions. To the extent any conflict in the terms of the Contract Documents including the Owner's Board approved Executive Summary cannot be resolved by application of the Supplemental Conditions, if any, or the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

C/O

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

TWO WITNESSES:

FIRST WITNESS

Print Name

SECOND WITNESS

Print Name

CONTRACTOR:

Earth Tech Enterprises, Inc.

By: _____

Print Name and Title

Date: _____

ATTEST:

Crystal K. Kinzel, Clerk of Courts
& Comptroller

BY: _____

Date: _____

Approved as to Form and Legality:

County Attorney

Print Name

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY FLORIDA

BY: _____
Chris Hall, Chairman



EXHIBIT A-1: CONTRACTOR'S BID SCHEDULE

(FOLLOWING THIS PAGE)

BID No. 24-8292 COLLIER COUNTY - 2024 PARK SHORE RENOURISHMENT

NORTH PARK SHORE AND PARK SHORE
CONSTRUCTION ACCESSES: HORIZON WAY
EARTH TECH ENTERPRISES, INC.

Bid Description: Transport, placement and grading of pre-purchased beach fill material from Stewart's Immokalee Sand mine to Park Shore beaches, and associated construction tasks. Beach construction access will be at Horizon Way.

ITEM NO.	DESCRIPTION	Quantity	Units	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$85,000.00	\$85,000.00
2	Horizon Way Access: Transport, Fill Placement, Grading, and Sand Analysis	167,700	Tons	\$18.90	\$3,169,530.00
3	Turbidity Monitoring	1	LS	\$22,000.00	\$22,000.00
4	Surveys	1	LS	\$175,000.00	\$175,000.00
5	Maintenance of Traffic (MOT) and Weight Ticket Tracking	1	LS	\$112,000.00	\$112,000.00
Total Bid Amount:					\$3,563,530.00

*Staff has allocated \$254,000.00 in Owner's Allowance - for Owners Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owners Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.

EXHIBIT A-2: CONTRACTOR'S BID SUBMITTAL FORMS AND ADDENDUM

(FOLLOWING THIS PAGE)



County of Collier, FL
Procurement

3299 Tamiami Trail, East Naples, FL 34112

[EARTH TECH ENTERPRISES INC.] RESPONSE DOCUMENT REPORT
GEN No. 24-8292

Collier County - 2024 Park Shore Renourishment

RESPONSE DEADLINE: September 25, 2024 at 3:00 pm

Report Generated: Friday, September 27, 2024

Earth Tech Enterprises Inc. Response

CONTACT INFORMATION

Company:

Earth Tech Enterprises Inc.

Email:

sophie@earthtechenterprises.com

Contact:

Sophie Luyckx

Address:

6180 Federal Court
Fort Myers, FL 33905

Phone:

N/A

Website:

www.earthtechenterprises.com

Submission Date:

Sep 25, 2024 2:35 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 25, 2024 1:03 PM by Sophie Luyckx

Addendum #2
Confirmed Sep 25, 2024 1:03 PM by Sophie Luyckx

QUESTIONNAIRE

1. 1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*
Confirmed

2. 2. Construction Bid Instructions Form*
Construction Bid Instructions have been acknowledged and accepted.
Confirmed

3. 3. Collier County Purchase Order Terms and Conditions*
Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.
Confirmed

4. 4. Collier County Required Forms
 - 4.1. BID SCHEDULE*
Please Upload in Excel format.
[BID_TAB_09.24.2024_24-8292_Bid_Schedule_for_bid.xlsx](#)

[EARTH TECH ENTERPRISES INC.] RESPONSE DOCUMENT REPORT

GEN No. 24-8292

Collier County - 2024 Park Shore Renourishment

4.2. BID FORM (FORM 1)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_1_-_Bid_Response_Form.pdf

4.3. CONTRACTORS KEY PERSONNEL (FORM 2)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_2_-_Contractor's_Key_Personnel.pdf

4.4. MATERIAL MANUFACTURERS (FORM 3)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_3_-_Material_Manufacturers.pdf

4.5. LIST OF MAJOR SUBCONTRACTORS (FORM 4)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_4_-_List_of_Major_Subcontractors.pdf

4.6. STATEMENT OF EXPERIENCE (FORM 5)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_5_-_Statement_of_Experience_of_Bidder.pdf

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_5_Statement_of_Experience_of_Bidder_Exhibits_1-14_.pdf

4.7. TRENCH SAFETY ACT (FORM 6)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_6_-_Trench_Safety_Act.pdf

4.8. BID BOND FORM (FORM 7)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_7_-_Bid_Bond.pdf

4.9. INSURANCE AND BONDING REQUIREMENTS (FORM 8)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_8_-_Insurance_and_Bonding_Requirements.pdf

4.10. CONFLICT OF INTEREST AFFIDAVIT (FORM 9)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_9_-_Conflict_of_Interest_Affidavit.pdf

4.11. VENDOR DECLARATION STATEMENT (FORM 10)*

Earth_Tech_Enterprises_Bid_No._24-8292_FORM_10_-_Vendor_Declaration_Statement.pdf

[EARTH TECH ENTERPRISES INC.] RESPONSE DOCUMENT REPORT

undefined - Collier County - 2024 Park Shore Renourishment

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- 4.12. IMMIGRATION LAW AFFIDAVIT CERTIFICATION (FORM 11)*
Earth_Tech_Enterprises_Bid_No._24-8292_FORM_11_-_Immigration_Affidavit_Certification.pdf
- 4.13. GRANTS PROVISION PACKAGE *
Earth_Tech_Enterprises_Bid_No._24-8292_Federal_Contract_Provisions_and_Assurance.pdf
- 4.14. BUSINESS TAX RECEIPT (COLLIER COUNTY BUSINESSES ONLY)
Earth_Tech_Enterprises_Bid_No.24-8292_Local_Business_Tax_Receipt_2024-2025.pdf
- 4.15. E-VERIFY - MEMORANDUM OF UNDERSTANDING**
Earth_Tech_Enterprises_Bid_No._24-8292_E-Verify_Profile.pdf
- 4.16. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN STATE OF FLORIDA (SUNBIZ.ORG)*
<http://dos.myflorida.com/sunbiz/> should be attached with your submittal.
Earth_Tech_Enterprises_Inc_SunBiz.pdf
- 4.17. ANY REQUIRED PROFESSIONAL LICENSES – VALID AND CURRENT (MYFLORIDALICENSE.COM)*
Earth_Tech_Enterprises_Bid_No._24-8292_General_Contractors_License_CGC1532665.pdf
- 4.18. W-9 FORM*
Earth_Tech_Enterprises_Bid_No._24-8292_Form_W-9.pdf
- 4.19. MISCELLANEOUS DOCUMENTS
Earth_Tech_Enterprises_Bid_No._24-8292_Bidders_Checklist.pdf
Addendum_1.pdf
Addendum_2.pdf
Earth_Tech_Enterprises_References.pdf
Earth_Tech_Enterprises_Bid_No._24-8292_Bid_Tab.pdf

PRICE TABLES

TOTAL BID

Please Submit Completed Bid Schedule Via Microsoft Excel

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Total Bid Amount	1	EA	\$3,563,530.00	\$3,563,530.00
TOTAL					\$3,563,530.00

FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Collier County - 2024 Park Shore Renourishment
BID NO. 24-8292

Full Name of Bidder Earth Tech Enterprises, Inc
Main Business Address 6180 Federal Court Fort Myers, Florida 33905
Place of Business Fort Myers, Florida
Telephone No. 239-774-1223 Fax No. _____
State Contractor's License # CGC1526166
State of Florida Certificate of Authority Document Number P00000098390
Federal Tax Identification Number 59-3679652
DUNS # 171511137 CCR# _____ Cage Code 4YD47

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes, and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

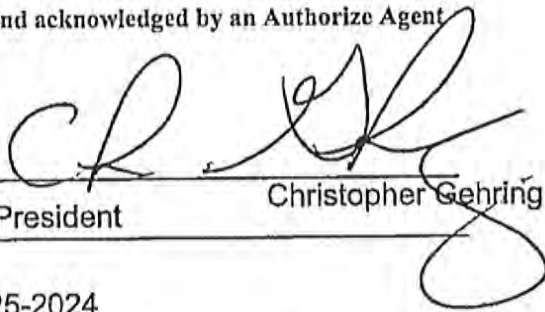
Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates and Bonds are not executed and delivered to Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize the

above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **forty (45)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **thirty (30)** consecutive calendar days after Substantial Completion, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorize Agent

Signature: _____



Title: President

Christopher Gehring

Date: 9-25-2024

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Collier County - 2024 Park Shore Renourishment
Bid No. 24-8292

<u>Name</u>	<u>Personnel Category</u>
Christopher Gehring	Construction Superintendent
Butch McGovern	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

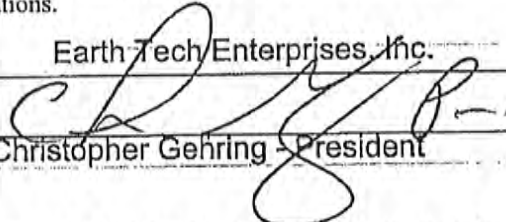
THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications.

Company: Earth Tech Enterprises, Inc.
Signature:  Date: 9-25-2024
Christopher Gehring - President

Section B (Exception requested to Bid specifications manufacturers and materials)

	<u>EXCEPTION MATERIAL</u>	<u>EXCEPTION MANUFACTURER</u>
1.	None	None
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Please insert additional pages as necessary.

Company: _____
Signature: _____ Date _____

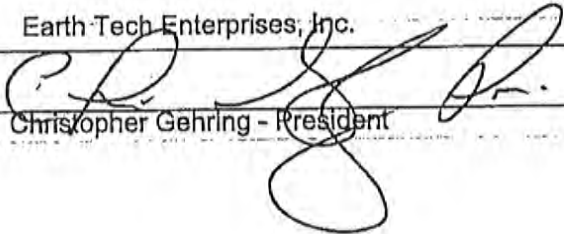
FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Ordinance 2017-08 and Section 15 of Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

Major Category of Work	Subcontractor and Address
1. Electrical	N/A
2. Mechanical	N/A
3. Plumbing	N/A
4. Site Work	Self Perform
5. Identify other subcontractors that represent more than 10% of price or that affect the critical path of the schedule	

Company: Earth Tech Enterprises, Inc.
Signature:  Christopher Gehring - President Date: 9-25-2024

(please see attached)

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE.

SEE ATTACHED PROJECT PROFILES

The Bidder is required provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

EXHIBITS 1-14

1.

_____	_____
(project name)	(project owner)
_____	_____
(project location)	(Owner's address)
_____	_____
(project description)	(Owner's contact person) (title)
_____ \$ _____	_____
(project start/completion dates) (contract value)	(phone) (email)

2.

_____	_____
(project name)	(project owner)
_____	_____
(project location)	(Owner's address)
_____	_____
(project description)	(Owner's contact person) (title)
_____ \$ _____	_____
(project start/completion dates) (contract value)	(phone) (email)

3.

_____	_____
(project name)	(project owner)
_____	_____
(project location)	(Owner's address)
_____	_____
(project description)	(Owner's contact person) (title)
_____ \$ _____	_____
(project start/completion dates) (contract value)	(phone) (email)

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4.

(project name) (project owner)

(project location) (Owner's address)

(project description) (Owner's contact person) (title)

(project completion date) \$ _____
(contract value) (phone) (email)

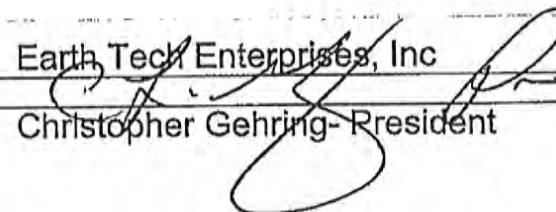
5.

(project name) (project owner)

(project location) (Owner's address)

(project description) (Owner's contact person) (title)

(project completion date) \$ _____
(contract value) (phone) (email)

Company: Earth Tech Enterprises, Inc Date: 9-25-2024
Signature: 
Christopher Gehring- President



Earth Tech Enterprises Beach Project Experience

Estero Island Truck Haul (completed June 2024)

Fort Myers Beach, Florida

Contract: \$ 3,881,430

Owner Contact **The Town of Fort Myers Beach**
Chadd Chustz- Environmental Projects Manager
2731 Oak Street
Fort Myers Beach, Fl 33931
239-462-8127
chadd@fmbgov.com

Earth Tech was awarded a contract to The scope of the project called for the **truck in- haul of approximately 165,000 tons of FDEP approved beach sand** from Stewart Materials Mine located in Immokalee, Florida.

The scope was to restore public beach access points, improve public beach accesses with ADA guideline access slopes, construct new emergency berm, construct emergency berm segments to connect emergency berm previously constructed by others, repair emergency berm segments previously constructed by others, fill Newton Park, and fill scour holes to offset the impacts caused by Hurricanes Ian and Nicole

This project was in very active high- end residential area. The work was completed during the height of the winter tourist season. 60,000 tons of sand had to be placed with in an extremely tight environmental window to beat the shore bird nesting season. The owner and stakeholders were highly sensitive to any impact to this popular beach and resorts surrounding the area. Extensive coordination was done with law enforcement to minimize the negative impacts of a large truck in haul.

At the Southern end of the beach sand was transport directly on to the beach. On the Northern end of the beach off road haul trucks were used to transport sand to beach. The criteria called for placement to create an upland beach and to add sand areas washed out from Hurricane Ian. Sand was also placed to restore (3) public beach areas and (40) public beach access points. Due to sensitivity of the schedule the contract required Earth Tech to maintain production at both sites and work 6 days a week.

The scope of the nourishment contract requirement included beach transport with escorts, placement of sand, surveying, turbidity observation, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and Marine Fish and Wildlife Sanctuary



Sanibel Island Post Hurricane Ian Emergency Berm / Beach Recovery Project (completed May 2024)
Sanibel Islands, Florida

Cost \$75,200

Owner Contact: **City of Sanibel**
c/o Humiston & Moore Engineers
Brett Moore, P.E. President
5676 Strand Court
Naples, Florida 34110
239-594-2021
bdm@huminstonandmoore.com

This project was located within Sanibel Island's Gulf-Front Shoreline. The work consists of construction of a beach and dune post storm emergency berm and recovery project involving the placement of beach quality sand to restore the beach and dune areas along Sanibel Island's Gulf-Front shoreline.

Earth Tech opted to use a hydraulic excavator to dig **8,500 cubic yards of sand** of "over wash" from a upland lagoon. With no land access to the equipment had to be taken down and active beach and to avoid daytime closure of the public beach access area.



Beach Sand Restoration -Various County Parks

Punta Gorda, Florida

Cost \$132,667

Owner Contact **Charlotte County Board of County Commissioners**
Jennifer Henderson- Parks and Recreation Project Mangager
2804 West Marc Knighton Court
Lecanto, FL 34461
352-527-7540
Francine.nobles@citrusbocc.com

Citrus County Florida contracted with Earth Tech Enterprises to supply and transport **approximately 6,200 tons of FDEP approved beach sand** from Cemex Materials Mine in Davenport, Florida. The work has to be in compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and Marine Fish and Wildlife Sanctuary This was a truck haul only.



Fort Island Beach Sand Re-nourishment Completed February 2020

Crystal River, Florida

Cost \$272,800

Owner Contact **Citrus County Board of County Commissioners**
Francine Nobles -Director Parks and Recreation
2804 West Marc Knighton Court
Lecanto, FL 34461
352-527-7540
Francine.nobles@citrusbocc.com

Citrus County Florida contracted with Earth Tech Enterprises to supply and transport **approximately 6,200 tons of FDEP approved beach sand** from Cemex Materials Mine in Davenport, Florida. The work has to be in compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and Marine Fish and Wildlife Sanctuary This was a truck haul only.

The sand was placed on the beach by county forces

The project took approximately 5 days to complete.



Earth Tech Enterprises Beach Project Experience

Clam Pass, North Park Shore Beach Re-Nourishment Project Completed November 2019

Naples, Florida

Contract: \$ 3,579,500

Owner Contact **Collier County Board of County Commissioners**
Gary McAlpin P.E. Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@collier.gov.net

This was a repeat project for Collier County's Coastal Zone Management Department. The award to Earth Tech this contract to Re-Nourish three areas of beach in Northern Collier County. The scope of the project called for the truck in-haul of approximately 165,000 tons of FDEP approved beach sand from Stewart Materials Mine located in Immokalee, Florida.

This project was in very active high-end residential area tourist season. The owner and stakeholders were highly sensitive to any impact to this popular beach and resorts surrounding the area. Extensive coordination was done with law enforcement to minimize the negative impacts of a large truck in haul.

At the Southern end of the beach sand was transport directly on to the beach. On the Northern end of the beach overland conveyors were used to transport sand to beach. The criteria called for (2) dump/placement sites operating and once. Due to sensitivity of the schedule the contract required Earth Tech to maintain production at both sites and work 7 days a week.

The scope of the nourishment contract requirement included beach transport with escorts, placement of sand, surveying, turbidity observation, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and Marine Fish and Wildlife Sanctuary



Smathers Beach Nourishment (truck in haul & placement) Completed June 2019

Key West, Florida

Contract: \$ 1,236,160

Start Date:

Required Completion:

Actual Completion:

Contractor:

Manager:

Engineer:

Owner Contact **City of Key West Florida**

The City of West awarded Earth Tech this contract to Re-Nourish their main beach Smather's Beach and three smaller beaches along the Atlantic Ocean. The scope of the project called for the **truck in- haul of approximately 20,760 tons of FDEP approved beach sand** from Vulcan Materials Witherspoon Mine located in Moorehaven, Florida.

Earth Tech assisted the City of Key West with the direct materials purchase program allowing the City to directly purchase the sand materials. Earth Tech was responsible to truck the materials to the jobsite. The contract required Earth Tech to work with City's staff to conduct individual truck QC sampling and recording of tonnages (by truck ticket).

This project was started at the height of the winter tourist season. The owner and stakeholders were highly sensitive to any impact to this popular beach and resorts surrounding the area.

Earth Tech set up a large staging area for trucks in the right away directly across from the beach. With the ability to stage a significant number of sand trucks, the daily placement of sand was greatly accelerated without taking away parking for beach goers. Temporary fencing, way finder signs and groundmen were used to route beach goers around the work sites

The scope of the nourishment contract requirement included beach transport with escorts, placement of sand, surveying, turbidity observation, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and Marine Fish and Wildlife Sanctuary

Earth Tech began work on May 21,2019 and has completed all work by June 6, 2019. The total duration of 16 days well ahead of the 45 days allowed.



Central Marco Island Beach re-grade (dredge and placement) Completed April 2019

Marco Island, Florida

Cost \$ 1,153,100

Owner Contact **Collier County Board of County Commissioners**
Gary McAlpin P.E. Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@collier.gov.net

The regrading involved relocating approximately 175,000 cubic yards of sand from the swash zone (above -5.0 feet NAVD) landward creating a gradual slope from the dune area at approximately +6.5 feet NAVD (+0.5/-0.0 feet) at the most landward point to existing grade along the beach upland of the area of excavation. Earth Tech accomplished the work using a series of hydraulic excavators, off road haul trucks and dozers.

This project was started at the height of the winter tourist season. The owner and stakeholders were highly sensitive to any the negative fall out if the project encumbered on residents or visitors to the beach.

To ensure that there was minimal impact to beach use, the project area work area was broken up and constructed in three segments. Each segment was completed to design intent before moving on to the next segment. Extensive temporary fencing, way finder signs and groundmen were used to route beach goers around the work sites.

Additional challenges occurred when active gopher tortoise and burrowing owl habitats were discovered inside the work zone. In conjunction with Collier County environmental staff, state and federal agencies, Earth Tech modified their work plan to coordinate hauling and sand placement to avoid any impact to the required protective zones.

The scope of the nourishment contract requirement included beach transport with escorts, placement of sand, surveying, turbidity monitoring, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and FEMA.

Earth Tech began work on February 2, 2019 and finished on April 15, 2019 for at total of 70 days. This was 5 days ahead of the contract duration.



North End Interim Beach Nourishment (truck in haul & placement)

Completed September 2018

Longboat Key, Florida

Cost \$1,109,500

Owner Contact **Town of Long Boat Key, Florida**
Isac Brownman, Public Works Director
600 General Harris Street
Longboat Key, Florida 34228
(941) 361-1988
ibrownman@longboatkey.org

This was the third project Earth Tech completed for The Town of Long Boat Key. This was an emergency award to take care of some badly eroded sections of public beach at the Northern end of Long Boat Key. The scope of the project called for the truck in-haul of **approximately 30,000 tons of FDEP approved beach sand** from Cemex Materials Mine in Davenport, Florida.

A particular challenge was the limited access to beach and adequate staging for the sand trucks. The truck staging was along residential streets. This required a very detailed MOT plan and extensive coordination with town staff and public safety officials. In order to get on to the beach existing fence and beach berms/dunes were removed. Upon completion new berms were constructed and native dune vegetation was planted.

An existing concrete T groin was in the center of the beach fill area and Earth Tech was required to construct a structural sound ramp system to allow transport of the sand over the T groin to avoid damage.

The contract requirements included beach transport with escorts, placement of sand, surveying, turbidity monitoring, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and FEMA. Earth Tech also completed the post construction surveys including required as built survey.

Due to unusual red tide events, this beach was closed to the public throughout the duration of the project. This greatly assisted the schedule. The work was completed in 20 days a full 10 days under the 30 day time window established by the Town of Long Boat Key.



2016 Beach Nourishment (truck in haul & placement) Completed December 2016
Naples, Florida

Cost \$ 1,923,100

Owner Contact **Collier County Board of County Commissioners**
Gary McAlpin P.E. Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@collier.gov

This was the second consecutive time Earth Tech was awarded the contract for Collier County's Beach Nourishment program. The scope of the project called for the **truck in- haul of approximately 116,000 tons of beach sand** from Stewart Materials Mine in Immokalee, Florida.

Collier County purchased the sand materials direct under contract with the sand mine. Earth Tech was responsible to truck the materials to the jobsite. The contract required Earth Tech to work with Collier County staff to conduct individual truck QC sampling and recording of tonnages (by truck ticket).

The area this beach nourishment was lined with high end residential condominiums and beach front resorts including the Naples Ritz Carlton. The work was done during the height of the winter tourism season. Access to the two beach segments was limited to only a single access at each location.

To accelerate the schedule, Earth Tech duplicated operations and worked both segments of the beach at the same time. This effort required extensive maintenance of traffic, daily construction of temporary routes for the public to get on and off the beach, 2 way radio communication with the offsite staging to move trucks in and out without shutting down roads or disrupting normal traffic patterns and daily communication with law enforcement agencies as it relates maintaining the approved truck travel routes

The nourishment contract requirements included beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and FEMA. Earth Tech also completed the post construction surveys including required as built survey.

No beach activities were permitted the Thursday, Friday, Saturday, and Sunday of Thanksgiving

Beach nourishment activities began November 2, 2016. The contract called for substantial completion of all work by January 3, 2017. Earth Tech had the project completed and fully accepted in December 10, 2016, which was approximately 3 full weeks ahead of schedule.



2016 South End Emergency Beach Nourishment (truck in haul & placement)

Completed October 2016

Longboat Key, Florida

Cost \$1,813,100

941-

Duration: 9 days

Owner Contact **Town of Long Boat Key, Florida**
Juan Florensa, Public Works Director
600 General Harris Street
Longboat Key, Florida 34228
(941) 361-6411 ext. 2210
jflorensa@longboatkey.org

After the successful completion of the Central Key Beach re-nourishment, the Town of Long Boat Key award Earth Tech Enterprises an emergency in haul truck sand placement project in front of the Resort at Longboat Key Club. This was to start upon completion of the town's 210,000 cubic yard off shore dredging project. The contract called for Earth Tech to mobilize to the site on Monday September 19, 2016 to ensure that the work would be completed by mid-October to minimize the impact to the resort's seasonal bookings. On September 2, 2016 Hurricane Herminie passed off the coast of Longboat Key, which delayed the de-mobilization of Norfolk Dredging. Earth Tech was able adjust their mobilization operations and made the required man power adjustments to allow Norfolk Dredging to simultaneously de-mobilize through our project at the South end beach therefore, eliminating schedule impacts to both projects.

This project called for the **truck in- haul of approximately 50,000 tons of beach sand** from Stewart Materials Mine in Immokalee, Florida. Access to the beach was between the Resort at Longboat Key Club and New Pass. Earth Tech provided extensive maintenance of traffic and coordination to avoid disruption to the resort's guests, staff and daily beach activities.

Earth Tech constructed a truck access corridor directly off the resort's main parking area and between two of the resort's guestroom buildings, which remained active during the project. Due to the lack of beachfront Earth Tech had to first construct a pad out into the Gulf of Mexico to build a pad for the beach mats required for stockpiling of sand and area to load off road haul trucks. Scope of work for Earth Tech Enterprises included truck haul of sand, beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, and compliance with permits issued by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA. This project was done during one of most active Sea Turtle nesting seasons in history and Earth Tech's on-site personnel worked extremely close with Mote Marine's turtle nest monitoring staff to ensure that beach hauls and sand placement did not impact numerous active sea turtle nests.

As with most beach nourishment projects Earth Tech's operations were Monday through Saturday 6:30 a.m. to 7:30 p.m. averaging 4,500 tons of in haul materials each day. Earth Tech completed the project in 9 days, despite the significant challenge of allowing another contractor to de-mobilize through our work area and avoided distribution to normal working operations of the resort and activities of the guests.



Central Key Beach Nourishment Project (truck in haul & placement) Completed July 2016
Longboat Key, Florida

Cost \$10,966,375

Duration: 100 days

Owner Contact: **Town of Longboat Key Florida**
Juan Florensa, Public Works Director
600 General Harris Street
Longboat Key, Florida 34228
(941) 361-6411 ext. 2210
jflorensa@longboatkey.org

In March of 2016 Earth Tech Enterprises, Inc. was awarded a contract with the Town of Longboat Key, Florida for a **truck haul and placement of 307,000 tons of sand** for the Central Key Beach Nourishment. The project area covered approximately 8.0 miles of beach. Earth Tech selected sand from Stuart Materials in Immokalee, Florida. The truck haul routes were through downtown Sarasota and St. Armand's Circle. Once on to Longboat Key, trucks were limited to using the two lane Gulf of Mexico Drive. This required above normal maintenance of traffic planning and daily communication with the town and public safety agencies.

The nourishment contract requirements included truck haul of sand, beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA. Earth Tech also completed the pre and post construction surveys including required as built survey.

The project was broken into three segments each with an access corridor on to the beach. These corridors had limited space and during peak periods of truck traffic, Earth Tech was staging trucks at various locations on Longboat Key because the contract would not allow staging of trucks along Gulf of Mexico Drive.

Another particular challenge was the requirement that work was limited to one segment at a time. Upon completion of each segment Earth Tech was required to demobilize restore the area and then mobilize to the next segment.

Additionally, the project was underway during an extremely active Sea Turtle Nesting and Shorebird Nesting season Earth Tech worked closely with the regulatory agencies including early morning meetings with Mote Marine's Sea Turtle Nest monitoring team and the Shore bird monitoring consultant for clearance prior to the start of beach haul activities.

The Town of Longboat Key's contract called for October 19, 2018 Substantial completion and Earth Tech was substantially complete on July 13, 2016. During the (100) days on site Earth Tech hauled in and placed on average 3,070 tons of sand, which was well above the contractual minimum of 2,000 tons sand.

Earth Tech was able to achieve this schedule despite losing production days due to Tropical Storm Colin and mandatory shut downs over Memorial Day and July 4th weekends.



Naples Beach Re-nourishment (sand placement) Completed November 2014

Naples, Florida

Cost \$ 748,000

Owner Contact **Collier County Board of County Commissioners**

Gary McAlpin P.E. Coastal Zone Manager

2800 North Horseshoe Drive

Naples, FL 34104

239-252-5342

GaryMcAlpin@colliergov.net

The Collier County Board of County Commissioners contracted with Earth Tech Enterprises to place, grade and transport approximately **90,000 tons of beach quality sand** on Naples Beach to repair damages as a result of Tropical Storm Debby. This was a truck haul project with sand provided from the Stewart Mine in Immokalee, Florida. The county had a contract with another vendor to supply and deliver the sand.

Scope of work for Earth Tech Enterprises included beach transport, placement of sand, tilling, surveying, turbidity monitoring, and compliance with permits issues by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA.

Beach nourishment activities began November 10, 2014. The contract called for substantial completion of all work in (34) consecutive calendar days and fully completed to the point of final acceptance by the owner within seven (7) consecutive calendar days after Substantial Completion. No beach activities were permitted the Thursday, Friday, Saturday, and Sunday of Thanksgiving. The project was completed and fully accepted in December 15, 2014.



Clam Pass – Emergency Beach Repairs (dredging and upland sand placement)

Completed April 2013

Naples, Florida

Cost \$ 206,000

Owner Contact: **Collier County Florida**
c/o Humiston & Moore Engineers
Brett Moore, P.E. President
5676 Strand Court
Naples, Florida 34110
239-594-2021
bdm@huminstonandmoore.com

This project involved Earth Tech completing emergency repairs at Clam Pass, the inlet between Clam Bay and the Gulf of Mexico. Since January 2013 Clam Pass had been closed off from the Gulf of Mexico due to the accumulation of sand that had migrated into the channel, cutting off tidal exchange and jeopardizing the health of the Clam Bay estuary system. The U.S. Army Corp of Engineers issued Collier County a Nationwide Permit 3 for "emergency" one time dredging of the inlet. Special conditions were added to the permit to protect manatees and sea turtles. The permit also specified that dredging had to be performed from the bay side toward the Gulf of Mexico, with the final cut reconnecting Clam Bay done at low tide.

Earth Tech opted to use a series of track backhoes cut **25,000 cubic yards of sand** from the inlet to open water flow into the pass. With no land access to the upland dump sites, the materials were transported on the beach. Grading and placement of the sand had to be done at night to avoid daytime closure of the beachfront areas used by the Pelican Bay Community to South and Naples Grande Hotel to the North.



Doctors Pass – Emergency Beach Berm Nourishment (haul in with conveyors)

Completed July 2010

Naples, Florida

Cost \$90,000

Owner Contact **Collier County Board of County Commissioners**

Gary McAlpin , Coastal Zone Manager

2800 North Horseshoe Drive

Naples, FL 34104

239-252-5342

GaryMcAlpin@colliergov.net

Collier County officials declared a state of emergency to fix an eroded dune that had left two condominiums south of Doctors Pass in Naples vulnerable to hurricanes. Collier County hired Earth Tech because of their previous experience with beach nourishment projects. This was a **10,000 ton truck haul** project with sand provided from the Stewart Mine in Immokalee, Florida. Access to the beach work area was severely restricted and sand placement to the work area was done using a series of conveyors. Additional challenges Earth Tech overcame include working through daily summer storms, protection of existing dune vegetation and coordination of work with regulatory agencies to avoid disruption to active sea turtle nests that were within projection area.

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE

KNOW ALL MEN BY THESE PRESENTS, that we Earth Tech Enterprises, Inc. (herein after called the Principal) and Harco National Insurance Company (herein called the Surety), a corporation chartered and existing under the laws of the State of Illinois with its principal offices in the city of Raleigh, NC and authorized to do business in the State of Florida are held and firmly bound unto the Collier County Board of County Commissioners (hereinafter called the Owner), in the full and just sum of Five Percent of the Total Amount Bid dollars (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to furnish, install, and fully complete the Work on the Project known as Bid No. 24-8292 Collier County - 2024 Park Shore Renourishment.

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of \$ 5% of Total Bid noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this 25th day of September, 2024.

Earth Tech Enterprises, Inc _____ Principal
BY [Signature] _____ (Seal)
Harco National Insurance Company _____ Surety
[Signature] _____ (Seal)
Gregory J. Risnychok, Attorney-in-Fact
Countersigned [Signature] _____
Tim Pellerin
Appointed Producing Agent for Harco National Insurance Company _____

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # ETE1217

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY J. RISNYCHOK, LAUREN WHITNEY BRUZEK

King of Prussia, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 25, 2024

Irene Martins, Assistant Secretary



CONSENT OF SURETY

The Harco National Insurance Company a corporation organized and existing under the laws of the State of Illinois, hereby guarantees the proposal of Earth Tech Enterprises, Inc.

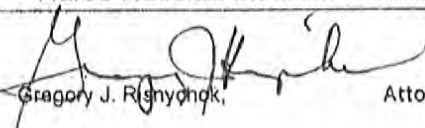
to Collier County Board of County Commissioners
for Bid No. 24-8292 Collier County - 2024 Park Shore Renourishment

and further guarantees that if the contract is awarded to the said Earth Tech Enterprises, Inc.

that the said Earth Tech Enterprises, Inc. will execute said contract within the period of time required after its delivery for that purpose; and further guarantees that if the contract is so awarded to the said Earth Tech Enterprises, Inc.

that it will become surety on bond guaranteeing the faithful performance of said contract.

In Witness Whereof, the said Harco National Insurance Company has caused this agreement to be signed by proper officers and its corporate seal to be hereunto affixed, this 25th day of September, 2024

Harco National Insurance Company
By: 
Gregory J. Rigney, Attorney-in-Fact

Bond No. ETE1217

Bond # ETE1217

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY J. RISNYCHOK, LAUREN WHITNEY BRUZEK

King of Prussia, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS,
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 25, 2024

A00289

Irene Martins, Assistant Secretary

CAO

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HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	\$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance - Funds Held by or deposited with reinsured companies	10,183,247
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,750,941
Receivables from Parent Subsidiaries & Affiliates	9,354,321
Other Assets	1,294,111
TOTAL ASSETS	<u>\$1,464,270,412</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$208,245,433
Reinsurance payable on paid losses & loss adjustment expense	9,146,173
Loss Adjustment Expenses	44,566,466
Commissions Payable, Contingent Commissions & Other Similar Charges	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	3,784,674
Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
Funds held by Company under reinsurance treaties	18,342,649
Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	<u>\$608,791,740</u>
Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	\$855,478,672
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,464,270,412</u>

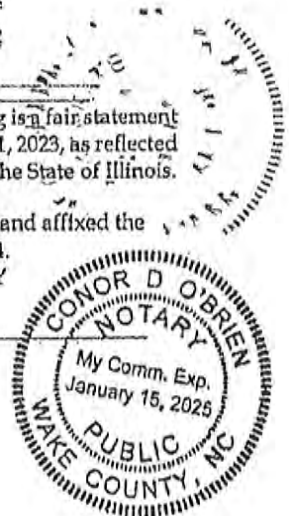
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 11th day of March, 2024.

Conor D. O'Brien
NOTARY PUBLIC, STATE OF North Carolina



State of Florida

Department of State

I certify from the records of this office that HARCO NATIONAL INSURANCE COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on May 19, 1958.

The document number of this corporation is 812794.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on May 1, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of August,
2019*



Randy R. Lee
Secretary of State

Tracking Number: 2760207576CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FORM 8 - INSURANCE AND BONDING 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 FORM 8 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", or, the specific solicitation number and title.

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.

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.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in FORM 8 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 thirty (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.

FORM 9 – CONFLICT OF INTEREST AFFIDAVIT

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

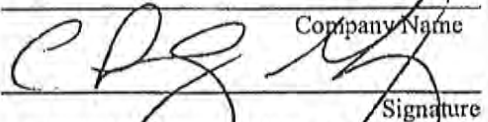
1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

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 project identified above has been fully disclosed and does not pose an organizational conflict.

Earth Tech Enterprises, Inc.

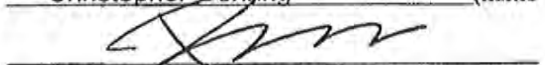
Company Name


Signature

Christopher Gehring, President
Print Name and Title

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of September (month), 2024 (year), by Christopher Gehring (name of person acknowledging).


(Signature of Notary Public - State of Florida)

Bernard McGovern
(Print, Type, or Stamp Commissioned Notary Public)

Personally Known OR Produced Identification
_____ Type of Identification Produced





FORM 10 - VENDOR DECLARATION STATEMENT

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

Dear Commissioners:

The undersigned, as Vendor declares that this response 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 hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal 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 solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 25th day of September, 2024; in the County of Lee, in the State of Florida.

Firm's Legal Name: Earth Tech Enterprises, Inc.
Address: 6180 Federal Court
City, State, Zip Code: Fort Myers, Florida 33905
Florida Certificate of Authority Document Number: 59-3679652
Federal Tax Identification Number: 4YD47
*CCR # or CAGE Code
*Only if Grant Funded
Telephone: 239-774-1223
Email: CG@EARTHTECHENTERPRISES.COM
Signature by: Christopher Gehring
Title: President

Additional Contact Information

Send payments to:
(required if different
from above)

Earth Tech Enterprises, Inc.

Contact name:

Company name used as payee

Richard Bieller

Title:

Controller

Address:

9921 Interstate Commerce Drive

City, State, ZIP

Fort Myers, Florida 33913

Telephone:

239-774-1223

Email:

Richard@earthtechenterprises.com

**Office servicing Collier
County to place orders**
(required if different
from above)

(same as above)

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

**Secondary Contact for
this Solicitation:**

Email:

Phone:

FORM 11- IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's bid. 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 which will be produced at the time of the submission of the Vendor's bid or within five (5) day of the County's Notice of Recommend Award.

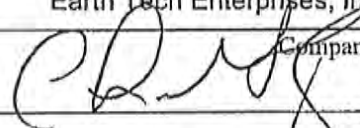
FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR NON-RESPONSIVE.

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)) that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, 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 proposal/bid.

Earth Tech Enterprises, Inc.

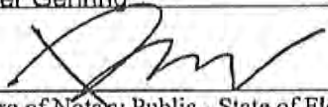
 Company Name


 Signature
 Christopher Gehring - President

 Print Name and Title

State of Florida
 County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of September (month), 2024 (year), by Christopher Gehring (name of person acknowledging).



 (Signature of Notary Public - State of Florida)
Bernard McGovern

(Print, Type, or Stamp Commissioned Notary Public)

Personally Known OR Produced Identification

 Type of Identification Produced





Local Business Tax Receipt

EARTH TECH ENTERPRISES INC
EARTH TECH ENTERPRISES INC
9921 Interstate Commerce Dr
FT MYERS, FL 33913

Dear Business Owner:

Your 2024 - 2025 Lee County Local Business Tax Receipt is attached below for account number / receipt:
number: 1002795 / 0201444

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1002795
Receipt Number: 0201444
State License Number: CGC1532665

Location:
6180 Federal Court
Fort Myers, FL 33905

EARTH TECH ENTERPRISES INC
Matthew C Price
6180 Federal Court
Fort Myers, FL 33905

Account Expires: September 30, 2025

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:	
PAID INT-00-02505895	08/02/2024
	\$ 50.00

CNO



My Company Profile

Company Information

Company Name

Earth Tech Enterprises Inc.

Doing Business As (DBA) Name

Company ID

322056

Enrollment Date

Apr 26, 2010

Employer Identification Number (EIN)

593679652

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

6180 Federal Court
Fort Myers, FL 33905

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



EARTH TECH ENTERPRISES INC



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
EARTH TECH ENTERPRISES, INC.

Filing Information

Document Number	P00000098390
FEI/EIN Number	59-3679652
Date Filed	10/18/2000
State	FL
Status	ACTIVE

Principal Address

6180 Federal Court
Ft Myers, FL 33905

Changed: 01/02/2018

Mailing Address

6180 Federal Court
Ft Myers, FL 33905

Changed: 01/02/2018

Registered Agent Name & Address

Price, Matthew C
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Name Changed: 02/28/2022

Address Changed: 02/28/2022

Officer/Director Detail

Name & Address

Title President

GEHRING, CHRISTOPHER L
6180 Federal Court
Fort Myers, FL 33905

Title VP, Director

Price, William G, Jr.
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title VP, Secretary, Treasurer, Director

Price, Matthew C
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title VP, Director

Nulf, James A, Jr.
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title VP

Figley, Benjamin M.
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Annual Reports

Report Year	Filed Date
2022	02/28/2022
2023	04/27/2023
2024	04/11/2024

Document Images

04/11/2024 -- ANNUAL REPORT	View image in PDF format
04/27/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
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12/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/15/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
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03/14/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
07/22/2009 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format

04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
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04/28/2004 -- ANNUAL REPORT	View image in PDF format
05/02/2003 -- ANNUAL REPORT	View image in PDF format
03/28/2002 -- ANNUAL REPORT	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
10/18/2000 -- Domestic Profil	View image in PDF format

Florida Department of State, Division of Corporations

C/O

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000098390

Entity Name: EARTH TECH ENTERPRISES, INC.

Current Principal Place of Business:

6180 FEDERAL COURT
FT MYERS, FL 33905

Current Mailing Address:

6180 FEDERAL COURT
FT MYERS, FL 33905 US

FEI Number: 59-3679652

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PRICE, MATTHEW C
9921 INTERSTATE COMMERCE DRIVE
FORT MYERS, FL 33913 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MATTHEW C. PRICE

04/11/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP, DIRECTOR
Name	GEHRING, CHRISTOPHER L	Name	PRICE, WILLIAM G JR.
Address	6180 FEDERAL COURT	Address	9921 INTERSTATE COMMERCE DRIVE
City-State-Zip:	FORT MYERS FL 33905	City-State-Zip:	FORT MYERS FL 33913
Title	VP, SECRETARY, TREASURER, DIRECTOR	Title	VP, DIRECTOR
Name	PRICE, MATTHEW C	Name	NULF, JAMES A JR.
Address	9921 INTERSTATE COMMERCE DRIVE	Address	9921 INTERSTATE COMMERCE DRIVE
City-State-Zip:	FORT MYERS FL 33913	City-State-Zip:	FORT MYERS FL 33913
Title	VP		
Name	FIGLEY, BENJAMIN M.		
Address	9921 INTERSTATE COMMERCE DRIVE		
City-State-Zip:	FORT MYERS FL 33913		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MATTHEW C. PRICE

VICE PRESIDENT

04/11/2024

Electronic Signature of Signing Officer/Director Detail

Date

CAO



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



PRICE, MATTHEW C

EARTH TECH ENTERPRISES INC
13560 BRYNWOOD LN
FORT MYERS FL 33912

LICENSE NUMBER: CGC1532665

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Earth Tech Enterprises, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.
9921 Interstate Commerce Dr

6 City, state, and ZIP code
Fort Myers, FL 33913

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

Employer identification number

5	9	-	3	6	7	9	6	5	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Richard Belle Controller Date ▶ 1-2-2024

General Instructions

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

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

Purpose of Form

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

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

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

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

CAO

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

FORM 12 - BIDDERS CHECKLIST

IMPORTANT: No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. Please read carefully, sign in the spaces indicated and return with your Bid. **FAILURE TO PROVIDED THE BID DOCUMENTS MAY BE GROUNDS TO DEEM YOU NON-RESPONSIVE/NON-RESPONSIBLE.**

Bidder should check off each of the following items as the necessary action is completed:

- 1. The Bid has been signed.
- 2. The Bid prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Bid Schedule has been completed and attached.
- 5. Any required drawings, descriptive literature, etc. have been included.
- 6. Any delivery information required is included.
- 7. The following on-line standard documents have been reviewed and accepted in My Bids:
 - a. Construction bid instructions form
 - b. Construction services agreement
 - c. Purchase order terms and conditions
- 8. All of the following bid forms have been completed and signed:
 - a. Bid Form (Form 1)
 - b. Contractors Key Personnel (Form 2)
 - c. Material Manufacturers (Form 3)
 - d. List of Major Subcontractors (Form 4)
 - e. Statement of Experience (Form 5)
 - f. Trench Safety Act (Form 6)
 - g. Bid Bond Form (Form 7)
 - h. Insurance and Bonding Requirements (Form 8)
 - i. Conflict of Interest Affidavit (Form 9)
 - j. Vendor Declaration Statement (Form 10)
 - k. Immigration Law Affidavit Certification (Form 11) MUST be signed and attached with your submittal.
 - l. Signed Grant Provisions and Assurances package in its entirety, if applicable, are executed and should be included with your submittal.
- 9. Copies of required information have been attached
 - a. Business tax Receipt (Collier County Businesses Only)
 - b. Company's E-Verify profile page or memorandum of understanding
 - c. Certificate of Authority to Conduct Business in State of Florida (sunbiz.org)
 - d. Any required professional licenses – valid and current (myfloridalicense.com) (ie: General Contractors license, Underground Utility and Excavation, Builders, Trade Contractors, etc., as applicable, requested and/or required.)
 - e. Vendor W-9 Form
- 10. If required, the amount of Bid bond has been checked, and the Bid bond or cashier's check has been submitted.
- 11. Any addenda have been signed and acknowledgement form attached and included.
- 12. The Bid will be uploaded in time to be received no later than the specified opening date and time, otherwise the Bid cannot be considered.



Email: Matthew.Webster@colliercountyfl.gov
Telephone: (239) 252-8491

Addendum #1

Date: September 9, 2024
From: Matthew Webster, Procurement Strategist (For Leeann Charles)
To: Interested Bidders
Subject: Addendum #1 Solicitation # 24-8292 Collier County - 2024 Park Shore Renourishment

This Addendum has been issued for the following items identifying clarifications, changes, deletions, and/or additions to the original solicitation documents and bid schedule for the above referenced solicitation:

CHANGES:

Technical Spec Revisions

Attachement B - 24-8292 Exhibit J 2024 Park Shore Specifications is being replaced by Attachement B - 24-8292 Exhibit J 2024 Park Shore Specifications Rev. 1

Summary of changes:

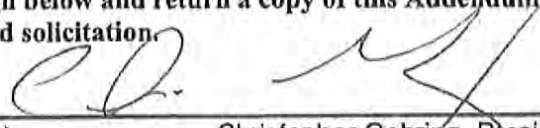
Language Removed:

The responsive bid must provide the following information:

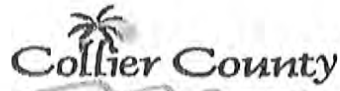
- (a) Bidder's proposed methods and preliminary schedule for completion.
- (b) The size and type of equipment proposed for this project.
- (c) Qualifications and prior experience of bidder's key personnel.
- (d) Prior experience of completed truck hauled beach renourishment projects.
- (e) References. (Being Removed as references are already required per Form 5)

If you require additional information, please post a question on our OpenGov (<https://procurement.opengov.com>) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.


 _____ 9-25-2024
 (Signature) Christopher Gehring -President Date

 Earth Tech Enterprises, Inc.
 (Name of Firm)



Procurement Services Division

Email: Matthew.Webster@colliercountyfl.gov
Telephone: (239) 252-8491

Addendum #2

Date: September 12, 2024
From: Matthew Webster, Procurement Strategist (For Leeann Charles)
To: Interested Bidders
Subject: Addendum #2 Solicitation # 24-8292 Collier County - 2024 Park Shore Renourishment

This Addendum has been issued for the following items identifying clarifications, changes, deletions, and/or additions to the original solicitation documents and bid schedule for the above referenced solicitation:

Clarification of Language Removed via Addendum #1:

The following language was removed from the Technical Spec Document

The responsive bid must provide the following information:

- (a) Bidder's proposed methods and preliminary schedule for completion.
- (b) The size and type of equipment proposed for this project.
- (c) Qualifications and prior experience of bidder's key personnel.
- (d) Prior experience of completed truck hauled beach renourishment projects.
- (e) References. (Being Removed as references are already required per Form 5)

The above language has been removed from the referenced document due to these items not being required at the time of Bid Submittal other than what is required in the solicitation documents. The submittals will still be required pursuant to the updated specifications after contract award. as outlined.

Change of Truck Route:

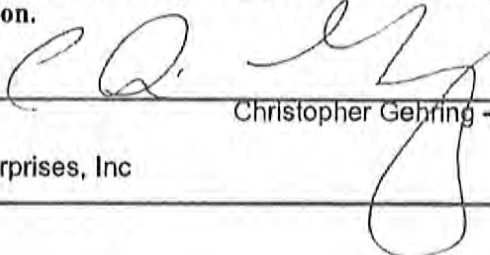
Please use the Below Updated Truck Haul Route Map:



Updated Truck Haul Route has also been attached in OpenGov as Park Shore Renourishment - I-75 to Horizon Way Haul Map

If you require additional information, please post a question on our OpenGov (<https://procurement.opengov.com>) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

		9-25-2024
(Signature)	Christopher Gehring -President	Date
Earth Tech Enterprises, Inc		
(Name of Firm)		



Beach and Marine Client References

Collier County, Florida

Andy Miller – Principal Project Manager Coastal Zone Management

2800 South Horseshoe Drive

Naples, Florida 34014

239-252-2922

andrew.miller@colliercountyfl.gov

Citrus County, Florida

Francine Noble -Director Parks and Recreation

2804 West Marc Knighton Court

Lecanto, Florida 34461

352-527-7540

francine.nobles@citrusbocc.com

City of Key West, Florida

Public Works Department

633 Palm Ave

Key West, Florida 33040

305-809-3867

City of Sanibel

Lee County Florida Department of Natural Resources

Steve Boutelle -Manager Public Works Department

1500 Monroe Street

Fort Myers, Florida 33901

239-533-8128

sboutelle@lee.gov

Leonardo Arms Beach Club Association

Timothy Baggett, Manager

7400 Estero Blvd

Fort Myers Beach, Florida 34228

239-878-3010

timothybaggett@gmail.com



Town of Fort Myers Beach

Chadd Chustz-Environmental Project Manager
2731 Oak Street
Fort Myers Beach ,Florida 33931
239-462-8127
ibrownman@longboatkey.org

Town of Long Boat Key

Isac Brownman, Director Public Works Department
600 General Harris Street
Long Boat Key, Florida 34228
941-361-1988
ibrownman@longboatkey.org

EXHIBIT A-3: CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

<u>Name</u>	<u>Personnel Category</u>
Christopher Gehring	Construction Superintendent
Butch McGovern	Project Manager

EXHIBIT B-1: PUBLIC PAYMENT BOND

(Following This Page)

EXHIBIT B – 1: PUBLIC PAYMENT BOND

Bond No. _____

Contract No. _____

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

Signature

Name and Title

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature of Notary)

(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

Authorized Signature

(Printed Name)

(Business Address)

STATE OF _____
COUNTY OF _____

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

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature of Notary)

(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

OR POWER OF ATTORNEY IN FACT

As Attorney in Fact Signature
(Attach Power of Attorney)

(Printed Name)

(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____ corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:
(AFFIX OFFICIAL SEAL)

(Signature of Notary)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

EXHIBIT B-2: PUBLIC PERFORMANCE BOND

(Following This Page)

EXHIBIT B – 2: PUBLIC PERFORMANCE BOND

Bond No. _____

Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
as Principal/Contractor, and _____, as Surety,
located at _____
(Business Address) are held and firmly bound to Collier County Board of County Commissioners
as Oblige in the sum of _____
(\$ _____), in accordance with drawings and specifications,
which contract is incorporated by reference and made a part hereof, and is referred to herein as
the Contract.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

Signature

Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____ corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature of Notary)

(Legibly Printed)

Notary Public, State of _____

Commission No.: _____

SURETY:

Authorized Signature

(Printed Name)

(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____ corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature of Notary)

(Legibly Printed)

Notary Public, State of _____

Commission No.: _____

CMI

EXHIBIT B-3: INSURANCE REQUIREMENTS

(Following This Page)

EXHIBIT B-3: INSURANCE REQUIREMENTS

The Contractor 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 herein. The Contractor 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 Contractor waive against each other and the County's separate 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 Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, 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", or the specific solicitation number/contract number and title. The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions. 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.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth herein with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor 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 Contractor'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 Contractor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor 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 Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor 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 Contractor for such coverage(s) purchased. If Contractor 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 Contractor under this Agreement or any other agreement between the County and Contractor. 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 Contractor 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 Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

**Collier County Florida
Insurance and Bonding Requirements**

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	<p>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements</p> <p>Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/</p>
2. <input checked="" type="checkbox"/> Employer's Liability	\$ <u>1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	<p>Bodily Injury and Property Damage</p> <p>\$ <u>1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.</p>
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, 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 or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. <input checked="" type="checkbox"/> Automobile Liability	\$ <u>1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. <input checked="" type="checkbox"/> Other insurance as noted:	<p><input type="checkbox"/> Watercraft \$ _____ Per Occurrence</p> <p><input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence</p> <p><input checked="" type="checkbox"/> Pollution \$ 1,000,000 Per Occurrence</p> <p><input type="checkbox"/> Professional Liability \$ _____ Per claim & in the aggregate</p> <p><input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Cyber Liability \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Technology Errors & Omissions \$ _____ Per Occurrence</p>

7. 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.
8. 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.
9. 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.
10. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.
11. 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.
12. On all certificates, the Certificate Holder must read: Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112
13. Thirty (30) Days Cancellation Notice required.
14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG - 7/31/2024

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands 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. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

CXC

EXHIBIT C
RELEASE AND AFFIDAVIT FORM

(Template Form Following This Page)

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

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

(1) In accordance with the Contract Documents and in consideration of \$ _____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20__ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

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

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

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

Contractor's Signature

Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20__ by _____, as _____ of _____ a _____ corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:
(AFFIX OFFICIAL SEAL)

(Signature of Notary)

(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

EXHIBIT D-1
CONTRACTOR APPLICATION FOR PAYMENT FORM

(Template Form Following This Page)

**EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT**

<i>Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer</i>			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	
Original Contract Time:		Original Contract Price:	\$
Revised Contract Time:		Total Change Orders to Date:	\$
		Revised Contract Amount:	\$
		Total Value of Work Completed & Stored to Date:	\$
Retainage @5% through [Insert Date]	\$	Retainage @ 5% through [Insert date]	\$
Retainage @ ____% after [Insert date] _____	\$	Less Retainage	\$
		Total Earned Less Retainage	\$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	\$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	\$	Remaining Contract Balance	\$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		<i>Shall be signed by an authorized representative of the Contractor.</i>	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:		Date:	
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:		Date:	
Signature:		Date:	

EXHIBIT D-2
SCHEDULE OF VALUES

(Template Form Following This Page)

Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happened since the change in retainage.

EXHIBIT D-3
STORED MATERIALS

(Template Form Following This Page)

EXHIBIT E-1: CHANGE ORDER

(Template Form Following This Page)



Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Select One: Contract Modification (Construction or Project Specific) Work Order Modification

Project Manager Name: Division Name:

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (MASTER)
Dollar Amount of this Change		0.00%	Total % Change from Original Amount
Revised Contract/Work Order Total	\$0.00	0.00%	% Change from Current BCC Approved Amount
Total Cumulative Changes	\$0.00	0.00%	% Change from Current Amount

Notice to Proceed Date Original NTP # of Days Original Final Completion Date Last Final Approved Date

of Days Added Revised Final Date (includes this change) Current Substantial Completion Date (if applicable)

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. Check all that apply to this Change Order request: Add Time; Add funds; Use of Allowance; Modify/Delete existing Task(s); Add new Task(s); Reallocate funds; Other (must be explained in detail below)

- 1.) Detail of change/s to be made through this Change Order.
- 2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.
- 3.) Explain why this change was not included in the original contract/Work Order.
- 4.) Describe the impact if this change is not processed.



Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary							
(If additional spaces needed, attached a separate Summary page to this amendment request)							
CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

Check here if additional summary page/s are attached to this Change Order



Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (<https://dos.myflorida.com/sunbiz/search/>). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
 Signature-Division Project Manager

 Printed Name

Accepted by: _____ Date: _____
 Signature- Design/Engineer Professional (if applicable)

 Printed Name/Title/Company Name

Accepted by: _____ Date: _____
 Signature- Contractor/Consultant/Vendor

 Printed Name/Title/ Company Name

Approved by: _____ Date: _____
 Signature-Division Manager or Designee (Optional)

 Printed Name

Approved by: _____ Date: _____
 Signature-Division Director or Designee (Optional)

 Printed Name

Approved by: _____ Date: _____
 Signature-Division Administrator or Designee (Optional)

 Printed Name



Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request #

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director (OPTIONAL)

APPROVAL TYPE:

- Administrative Administrative-BCC Report BCC Stand-Alone ES (BCC Approval Required)

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

By: _____

Dated: _____

_____, Chairman

Date: _____

(SEAL)

Agenda # _____

Approved as to Form and Legality:

Deputy County Attorney

Print Name

EXHIBIT E-2:
WORK DIRECTIVE FORM

(Template Form Following This Page)

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME:	CHANGE #
DATE OF ISSUANCE:	EFFECTIVE DATE:
OWNER: Collier County Board of Commissioners	PROJECT#:
CONTRACTOR:	ENGINEER:

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
Times:

- Unit Prices
- Lump Sum
- Other

A not-to-exceed itemized estimated increase
(decrease) in Contract amount:
\$

RECOMMENDED:

By:

Engineer/Design Professional

Method of determining change in Contract

- CONTRACTOR's records
- Engineer's record
- Other

Estimated change in Contract Time:

Increase or decrease by calendar days.

AUTHORIZED:

By:

Owner's Representative

EXHIBIT F-1
CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

(Template Form Following This Page)

EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

CONTRACTOR _____

Contract For _____

Contract Date _____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

**DATE OF SUBSTANTIAL
COMPLETION**

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20____.

Signature of Design Professional

Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

Signature of Contractor

Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20____.

Signature of Owner

Type Name and Title

EXHIBIT F-2
CERTIFICATE OF FINAL COMPLETION FORM

(Template Form Following This Page)

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

CONTRACTOR _____

Contract For _____

Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

**DATE OF FINAL
COMPLETION**

Intentionally left blank

Executed by Design Professional on _____, 20____.

Signature of Design Professional

Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20____.

Signature of Contractor

Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20____.

Signature of Owner

Type Name and Title

EXHIBIT F-3
PUNCH LIST FORM

(Template Form Following This Page)

EXHIBIT G-1
FINAL PAYMENT CHECKLIST

(Template Form Following This Page)

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

EXHIBIT G-2
WARRANTY

(Template Form Following This Page)

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, (\$10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

Date of Substantial Completion:

Name and Address of CONTRACTOR:

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes, Chapter 95, et seq.*

CONTRACTOR:

WITNESS:

Signature

Signature

Name Printed and Title

Name Printed

EXHIBIT H: GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2 If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Contractor to consult directly with Design Professional or some other third party, as directed by Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Subject to Section 2.3 below, Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work. The Contractor is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than three (3) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to Contractor's compensation or time for performance, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, Owner shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Contractor's receipt of Owner's written determination notice. If Owner and Contractor cannot agree on an adjustment to Contractor's cost or time of performance, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

3. SCHEDULE.

3.1 The Contractor, within ten (10) calendar days after the Board's award of the Agreement, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall utilize the Critical Path method of scheduling and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2 The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the Owner's obligation to pay Contractor.

3.3 All work under this Agreement shall be performed in accordance with the requirements of all Collier County Noise Ordinances then in effect. Unless otherwise specified, work will generally be

limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. No work shall be performed outside the specified hours without the prior approval of the Project Manager.

4. PROGRESS PAYMENTS.

4.1 At least ten (10) days prior to submitting the monthly Application for Payment, the Contractor shall submit to the Project Manager a final Schedule of Values. The Schedule of Values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for the Contractor's monthly progress payments during construction. Further, it shall include the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. The Contractor shall not submit an unbalanced Schedule of Values which provides for overpayment to the Contractor on activities that would be performed first. The Schedule of Values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified. Upon approval of the Schedule of Values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

4.2 The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date, and monthly thereafter, but not more often than once a month or prior to substantial completion being met. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

4.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

4.4 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with Section 218.735, F.S. and the terms of the Contract Documents.

4.5 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

4.6 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

4.7 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

4.8 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule.

4.10 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

4.11 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 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.

4.12 The Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the Owner's credit card for transactions relating to this agreement.

5. PAYMENTS WITHHELD.

5.1 The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of:

(a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by Contractor.

5.2 If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Provided however, in the event of an emergency, Owner shall not be required to provide Contractor any written notice prior to rectifying the situation at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or non-liquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

5.3 In instances where the 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.

5.4 If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

6. FINAL PAYMENT.

6.1 Owner shall make Final Payment to Contractor in accordance with Section 218.735, F.S. and the terms of the Contract Documents after the Work is finally inspected and accepted by Project Manager as set forth with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to Final Payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to Final Payment and such other

documentation that may be required by the Contract Documents and the Owner. Prior to release of Final Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Acceptance and Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice to Proceed is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

7.3 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5 The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute and, if need be, to consult with the Design Professional. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute.

8. DAILY REPORTS, SIGNED AND SEALED AS-BUILTS AND MEETINGS.

8.1 Unless waived in writing by Owner, Contractor shall complete and submit to Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Project Manager. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2 Soil conditions which adversely affect the Work;

8.1.3 The hours of operation by Contractor's and Sub-Contractor's personnel;

8.1.4 The number of Contractor's and Sub-Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5 All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6 Description of Work being performed at the Project site;

8.1.7 Any unusual or special occurrences at the Project site;

8.1.8 Materials received at the Project site;

8.1.9 A list of all visitors to the Project

8.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Owner pursuant to the Contract Documents.

8.2 Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit, and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager or Design Professional for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Project Manager by Contractor for Owner.

8.3 Contractor shall keep all records and supporting documentation, which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, or such longer period as may be required by law, whichever is later, pursuant to Florida Public Records Law Chapter 119 and comply with specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

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:

**Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov**

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 In no event shall any approval by Owner authorizing Contractor to continue performing Work under this Agreement or any payment issued by Owner to Contractor be deemed a waiver of any right or claim Owner may have against Contractor for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such

written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

10.2 A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

10.3 If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4 In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above. No markup shall be placed on sales tax, shipping or subcontractor markup.

10.5 Owner, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10.7 Any modifications to this Contract shall be in compliance with the County Procurement Ordinance, as amended and the terms of the Contract Documents in effect at the time such modifications are authorized.

11. CLAIMS AND DISPUTES.

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and

matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2 Claims by the Contractor shall be made in writing to the Project Manager within forty-eight (48) hours from when the Contractor knew or should have known of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3 The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to Owner and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2 Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

12.3 If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify, and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses

and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

13.2 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner, and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance and Bonding Requirements form Exhibit B-3 to the Agreement. Further, the Contractor shall at all times comply with all of the terms, conditions, requirements and obligations set forth under Exhibit B-3.

14. COMPLIANCE WITH LAWS.

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date this Agreement was executed that increases the Contractor's time or cost of performance of the Work, Contractor is entitled to a Change Order for such increases, except to the extent Contractor knew or should have known of such changes prior to the date of this Agreement.

14.2 By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

14.3 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, including the requirements set forth in Florida Statute, §448.095.

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.

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

Additionally, Contractors shall require all subcontracted Contractors 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 Contractor's responsibility to familiarize themselves with all rules and regulations governing this program.

Contractor 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.

15. CLEANUP AND PROTECTIONS.

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16. ASSIGNMENT.

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner'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 Owner.

17. PERMITS, LICENSES AND TAXES.

17.1 Pursuant to Section 218.80, F.S., Owner will pay for all Collier County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by Collier County, but Contractor is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier County agencies when the Contractor is acquiring permits. Owner will not be obligated to pay for any permits obtained by Subcontractors.

17.2 All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor.

17.3 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.

18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess

shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

Substantial Completion and Development of the Punch List

20.1 Substantial Completion is as defined in the Defined Terms section of this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

- a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.
- b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.
- c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:
 1. The Project Manager will, within a reasonable time, schedule, and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated Punch List. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

2. If upon completion of the inspection(s) the Owner does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.
3. If, upon completion of the inspection(s), the Owner considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.
4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

20.2 Time Frames for Issuance of the Punch List

- (a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated Punch List prior to the Substantial Completion inspection.
- (b) For construction estimated to cost less than ten million dollars (\$10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.
- (c) For construction projects estimated to cost more than ten million dollars (\$10,000,000.00), the Punch List must be finalized and issued within forty-five (45) Days after the Substantial Completion date.
- (d) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars (\$10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars (\$10,000,000.00).
- (e) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and includes a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed including all retainage previously held by Owner less an

amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

- (f) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.
- (g) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

20.3 Completion of Punch List Work and Release of Remaining Contract Balance

- (a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.
- (b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.
- (c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).
- (d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.
- (e) Warranty Items may not affect the Final Payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

- (f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

20.4 Final Completion

- (a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor, the Design Professional, and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.
- (b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.
- (c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

20.5 Application for Final Payment

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to Final Payment, Contractor shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to Final Payment and such other documentation that may be required by the Contract Documents, including but not limited to:

- (1) Receipt of Contractor's Final Application for Payment.
- (2) The Release and Affidavit in the form attached as Exhibit C.
- (3) Consent of surety to Final Payment.
- (4) Receipt of the Final Payment Check list, Exhibit G-1.
- (5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Prior to release of Final Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

20.6 Approval of Final Payment

- (a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for Final Payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations.
- (b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.
- (c) The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner, any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

21. WARRANTY.

21.1 Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract

Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22 TESTS AND INSPECTIONS.

22.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Contractor.

22.4 If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation, and be replaced at Contractor's sole expense.

22.5 The Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

22.6 Neither observations nor other actions by the Project Manager or Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1 Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by Project Manager, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2 If the Project Manager considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3 If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Engineer, Contractor, or any other person.

23.4 Should the Owner determine, at its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to Final Payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents, and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after Final Payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5 If Contractor fails, within a reasonable time after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Contractor in the event

of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1 Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Contractor and be the Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause. Attached to the Agreement as Exhibit A-3 is a list identifying Contractor's Project Superintendent and all of Contractor's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Contractor shall have a competent superintendent on the project at all times whenever Contractor's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Contractor fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Contractor's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5.B, for services not rendered.

25. PROTECTION OF WORK.

25.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3 Contractor shall not disturb any benchmark established by the Owner or Design Professional with respect to the Project. If Contractor, or its subcontractors, agents, or anyone for whom Contractor is legally liable, disturbs the Owner or Design Professional's benchmarks, Contractor shall immediately notify Project Manager and Design Professional. The Owner or Design Professional shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

26. EMERGENCIES.

26.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Design Professional is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after Contractor knew or should have known of the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1 Contractor shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1 All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation, or replacement in the Contract Documents.

28.2 Contractor shall comply with all applicable codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

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 arc flash boundary and PPE Protective labels.

28.3 Contractor shall designate a responsible representative located on a full-time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Contractor, as well as those of all subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Contractor shall comply with the following:

28.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

28.5.2 All Employees shall be provided an identification badge by Contractor. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Contractor each day;

28.5.3 Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

28.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct

and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

28.5.7 When requested, Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute, or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

29. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Project Manager, Design Professional, and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by Project Manager or Design Professional. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. VENDOR PERFORMANCE EVALUATION.

Owner 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.

31. MAINTENANCE OF TRAFFIC POLICY.

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

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

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

32. SALES TAX SAVINGS AND DIRECT PURCHASE.

32.1 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax. Additionally, as directed by Owner and at no additional cost to Owner, Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth in section 32.2 below.

32.2 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and may wish to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work ("Direct Purchase"). Contractor shall prepare purchase orders to vendors selected by Contractor, for execution by Owner, on forms provided by Owner. Contractor shall allow two weeks for execution of all such purchase orders by Owner. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Adjustments to the Contract Amount will be made by appropriate Change Orders for the amounts of each Owner Direct Purchase, plus the saved sales taxes. A Change Order shall be processed promptly after each Direct Purchase, or group of similar or related Direct Purchases, unless otherwise mutually agreed upon between Owner and Contractor. With respect to all Direct Purchases by Owner, Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all Direct Purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that all Direct Purchases shall be included within and covered by Contractor's warranty to Owner to the same extent as all other warranties provided by Contractor pursuant to the terms of the Contract Documents. In the event Owner makes a demand against Contractor with respect to any Direct Purchase and Contractor wishes to make claim against the manufacturer or supplier of such Direct Purchase, upon request from Contractor Owner shall assign to Contractor any and all warranties and Contract rights Owner may have from any manufacturer or supplier of any such Direct Purchase by Owner.

32.3 Bidder represents and warrants that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes, and for its responsibilities for Federal excise taxes.

33. SUBCONTRACTS.

33.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Project Milestone Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval prior to submitting its first Application for Payment. Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

33.2 A Subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Subcontractors. Contractor shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and

shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must be "qualified" as defined in Collier County Ordinance 2013-69, meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

33.3 In addition to those Subcontractors identified in Contractor's bid that were approved by Owner, Contractor also shall identify any other Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project prior to entering into any subcontract or purchase order and prior to the Subcontractor commencing any work on the Project. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Contractor shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

33.4 Contractor shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Contractor shall not be required to contract with anyone it reasonably objects to. Contractor shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Contractor and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontract or purchase order from Contractor to Owner at the election of Owner upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner, Collier County Government, will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

33.5 Each Subcontractor performing work at the Project Site must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in its subcontract or purchase order. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its portion of the Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

33.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

33.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

33.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

33.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation. Further, Contractor shall require all Subcontractors to similarly incorporate the terms of this Section 33.6 into their sub-subcontracts and purchase orders.

33.6.4 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

34. CONSTRUCTION SERVICES.

34.1 Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- 34.1.1 Subcontracts and Purchase Orders
- 34.1.2 Subcontractor Licenses
- 34.1.3 Shop Drawing Submittal/Approval Logs
- 34.1.4 Equipment Purchase/Delivery Logs
- 34.1.5 Contract Drawings and Specifications with Addenda
- 34.1.6 Warranties and Guarantees
- 34.1.7 Cost Accounting Records
- 34.1.8 Labor Costs
- 34.1.9 Material Costs
- 34.1.10 Equipment Costs
- 34.1.11 Cost Proposal Request
- 34.1.12 Payment Request Records
- 34.1.13 Meeting Minutes
- 34.1.14 Cost-Estimates
- 34.1.15 Bulletin Quotations
- 34.1.16 Lab Test Reports
- 34.1.17 Insurance Certificates and Bonds
- 34.1.18 Contract Changes
- 34.1.19 Permits
- 34.1.20 Material Purchase Delivery Logs
- 34.1.21 Technical Standards
- 34.1.22 Design Handbooks
- 34.1.23 "As-Built" Marked Prints
- 34.1.24 Operating & Maintenance Instruction

34.1.25	Daily Progress Reports
34.1.26	Monthly Progress Reports
34.1.27	Correspondence Files
34.1.28	Transmittal Records
34.1.29	Inspection Reports
34.1.30	Punch Lists
34.1.31	PMIS Schedule and Updates
34.1.32	Suspense (Tickler) Files of Outstanding Requirements

The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

34.2 Contractor Presentations

At the discretion of the County, the Contractor may be required to provide a brief update on the Project to the Collier County Board of County Commissioners, "Board", up to two (2) times per contract term. Presentations shall be made in a properly advertised Public Meeting on a schedule to be determined by the County Manager or his designee. Prior to the scheduled presentation date, the Contractor shall meet with appropriate County staff to discuss the presentation requirements and format. Presentations may include, but not be limited to, the following information: Original contract amount, project schedule, project completion date and any changes to the aforementioned since Notice to Proceed was issued.

35. SECURITY.

The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division 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.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

36. 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.

37. VALUE ENGINEERING.

All projects with an estimated cost of \$10 million or more shall be reviewed for consideration of a Value Engineering (VE) study conducted during project development. A "project" shall be defined as the collective contracts, which may include but not be limited to: design, construction, and construction, engineering and inspection (CEI) services. Additionally, any project with an estimated construction value of \$2 million or more may be reviewed for VE at the discretion of the County.

38. ABOVEGROUND/UNDERGROUND TANKS.

38.1 The contractor shall ensure compliance with all NFPA regulations: specifically 110 & 30/30A; FDEP chapter 62 regulations: specifically 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLPA, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

38.2 The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

39. STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.

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

40. DISPUTE RESOLUTION.

A. 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 Owner's staff person who would make the presentation of any settlement reached during negotiations to Owner 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 Owner's staff person or designee who would make the presentation of any settlement reached at mediation to Owner's Board for approval. Should either party fail to

submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

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

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

Attached hereto, following this page

Not Applicable

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

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

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

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

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

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

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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

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

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

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

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

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

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

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

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

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

(b) Prohibitions.

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

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

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

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

(d) Reporting requirement.

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

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

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

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

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

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

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

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

[Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

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

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

Vendor/Contractor Name Earth Tech Enterprises, Inc.

Date 9-25-2024

Authorized Signature _____

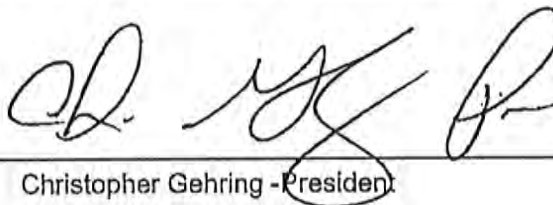

Christopher Gehring - President

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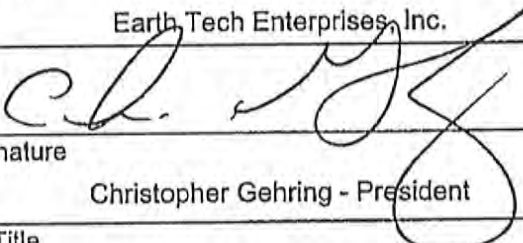
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Earth Tech Enterprises, Inc.
By: 
Signature
Christopher Gehring - President
Name and Title
6180 Federal Court
Street Address
Fort Myers, Florida 33905
City, State, Zip
UEI Unique Entity Identifier (for SAM.gov verification)
9-25-2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

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COLLIER COUNTY, ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.					
A. PRIME VENDOR/CONTRACTOR INFORMATION					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT	
Earth Tech Enterprises, Inc.		59-3679652		TBD	
IS THE PRIME A FLORIDA CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	DBE? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	IS THE ACTIVITY OF THIS CONTRACT...	
		MBE? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	WBE? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	CONSTRUCTION? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> N
		SDB BA? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		CONSULTATION? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> N
				OTHER? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> N
IS THIS SUBMISSION A REVISION?		Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		IF YES, REVISION NUMBER n/a	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
WBE	Gulfshore Trucking	Hauling	0	TBD	TBD
WBE	Kates Enviro Fencing	BMP	0	TBD	TBD
TOTALS:					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER	
Earth Tech Enterprises, Inc.		9-25-2024		President	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER	
cg@earthtechenterprises.com		239-774-1223			
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.					
ETHNICITY		CODE			
Black American		BA			
Hispanic American		HA			
Native American		NA			
Subcont. Asian American		SAA			
Asian-Pacific American		APA			
Non-Minority Women		NMW			
Other: not of any other group listed		O			
D. SECTION TO BE COMPLETED BY COLLIER COUNTY					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFQ or PO/REQ)		GRANT PROGRAM/CONTRACT	
ACCEPTED BY:					DATE

CAO

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY GRANT COMPLIANCE FORM
BID OPPORTUNITY LIST FOR COMMODITIES, CONTRACTUAL SERVICES OR
PROFESSIONAL CONSULTANT SERVICES

It is the policy of Collier County that disadvantaged businesses and minority vendors, as defined in the Code of Federal Regulations (CFR) or Florida Statutes (FS), must have the opportunity to participate on contracts with federal and/or state grant assistance.

Prime Contractor/Prime Consultant: Earth Tech Enterprises, Inc.
Address and Phone Number: 6180 Federal Court Fort Myers, Florida 33905
Procurement Number/Advertisement Number: Bid 20-7797

The list below is intended to be a listing of firms that are, or attempting to, participate on the project numbered above. The list must include the firm bidding or quoting as prime, as well as subs and suppliers quoting for participation. Prime contractors and consultants must provide information for Numbers 1, 2, 3, and 4; and, should provide any information they have for Numbers 5, 6, 7, and 8. This form must be submitted with the bid package.

1. Federal Tax ID Number:	<u>46-30883276</u>	6. <input checked="" type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name:	<u>Gulfshore Trucking LLC</u>	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$ 1 million
3. Phone Number:	<u>239-288-7140</u>		<input checked="" type="checkbox"/> Between \$ 1-5 million
4. Address	<u>7801 Jean Blvd</u>	7. <input checked="" type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$ 5-10 million
	<u>Fort Myers, FL 33967</u>	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> Between \$ 10-15 million
			<input type="checkbox"/> More than \$ 15 million
5. Year Firm Established:	<u>2013</u>		

1. Federal Tax ID Number:	<u>03-0476653</u>	6. <input checked="" type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name:	<u>Hyatt Survey Services</u>	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$ 1 million
3. Phone Number:	<u>941-748-4693</u>		<input checked="" type="checkbox"/> Between \$ 1-5 million
4. Address	<u>2012 Lena Road</u>	7. <input checked="" type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$ 5-10 million
	<u>Bradenton, FL 34211</u>	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> Between \$ 10-15 million
			<input type="checkbox"/> More than \$ 15 million
5. Year Firm Established:	<u>2002</u>		

1. Federal Tax ID Number:	<u>27-0979533</u>	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name:	<u>Ocean Side Solutions</u>	<input checked="" type="checkbox"/> Non-DBE	<input checked="" type="checkbox"/> Less than \$ 1 million
3. Phone Number:	<u>387-763-4130</u>		<input type="checkbox"/> Between \$ 1-5 million
4. Address	<u>1180 South Parlick Drive</u>	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$ 5-10 million
	<u>Satellite Beach Florida</u>	<input checked="" type="checkbox"/> Subconsultant	<input type="checkbox"/> Between \$ 10-15 million
			<input type="checkbox"/> More than \$ 15 million
5. Year Firm Established:	<u>2009</u>		

1. Federal Tax ID Number:	<u>65-0678751</u>	6. <input checked="" type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name:	<u>Kates Enviro Fencing</u>	<input type="checkbox"/> Non-DBE	<input checked="" type="checkbox"/> Less than \$ 1 million
3. Phone Number:	<u>239-851-0976</u>		<input type="checkbox"/> Between \$ 1-5 million
4. Address	<u>3365 Qual Drive</u>	7. <input checked="" type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$ 5-10 million
	<u>Bonita Springs, FL 34134</u>	<input checked="" type="checkbox"/> Subconsultant	<input type="checkbox"/> Between \$ 10-15 million
			<input type="checkbox"/> More than \$ 15 million
5. Year Firm Established:	<u>1996</u>		

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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

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

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

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

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

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

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

Earth Tech Enterprises, Inc.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Christopher Gehring - President

Name and Title of Contractor's Authorized Official

9-25-2024

Date