

## **EXECUTIVE SUMMARY**

**Recommend approval of Work Order PBSJ-FT-4153-08-01 under Contract 07-4153 with PBS&J for Clam Pass Ebb Tide Shoal Analysis and Dredging Permit for time and material not to exceed \$25,060.00 (Project No. 195-900601).**

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**OBJECTIVE:** To recommend approval of Work Order PBSJ-FT-4153-08-01 under Contract 07-4153 with PBS&J for Clam Pass Ebb Tide Shoal Analysis and Dredging Permit for time and material not to exceed \$25,060.00.

**CONSIDERATIONS:** This Work Order is necessary in order to:

1. Provide professional guidance and expert review of project documentation for Clam Pass sand bypassing. PBS&J will review project documentation, reports, permits, monitoring data, inlet management plan, etc. Professional recommendation(s) will be provided to the County on the Clam Pass Ebb Shoal analysis and modifications to consider additional dredging and sand bypassing. A final report will be prepared that outlines the findings of the investigation and outlines the project recommendations.
2. Prepare a permit application, provide permit engineering and technical assistance required to obtain a dredging permit to maintain hydraulic flushing and emergency storm support for Clam Pass. The technical basis of this permit will be exactly as Permit 0128463-001-JC, that will expire July 6, 2008 and is currently being requested to be extended one year.

**ADVISORY COMMITTEE RECOMMENDATIONS:** At the Coastal Advisory Committee (CAC) June 12, 2008 meeting this item was recommended for approval. **This recommendation carried 7-1.**

**COUNTY ATTORNEY FINDING:** Reviewed and approved for legal sufficiency. -CMG

**FISCAL IMPACT:** The Source of funds is from Category "A" Tourist Development Tax.

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

**RECOMMENDATION:** To recommend approval of Work Order PBSJ-FT-4153-08-01 under Contract 07-4153 with PBS&J for Clam Pass Improvement Discussion Task Group for time and material not to exceed \$25,060.00.

**PREPARED BY:** Gail Hambright, Tourist Tax Coordinator



April 30, 2008

*J. Gary McAlpin, Director*  
Coastal Zone Management  
3300 Santa Barbara Blvd.  
Naples, Florida 34116  
Phone: (239) 530-5342  
Fax: (239) 353-4061

Subject: Clam Bay Sand Bypassing – Work Order #1

Mr. McAlpin,

Enclosed please find our proposal and cost estimate to complete the above referenced project.

If you have any questions please feel free to call me anytime (800) 477-7275.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Tabar', with a long horizontal flourish extending to the right.

Jeffrey R. Tabar, P.E.  
Project Director

**Professional Engineering Services  
for  
Work Order #1**

**Sand Bypassing and Permit Generation**

**CLAM BAY ESTUARY IMPROVEMENT DISCUSSION TASK GROUP**

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**PBS&J** is pleased to provide a scope of work for Clam Bay Estuary Improvement Discussion Task Groups. The intention of this Work Assignment is to provide professional guidance and expert review of project documentation for Clam Bay sand bypassing. In accordance with Collier County Contract Number 07-4153 "Professional Engineering Services for Coastal Zone Management Projects" the following scope of work is presented herein.

**SCOPE OF WORK**

**Task A – Clam Bay Estuary Discussion Group Participation**

PBS&J will prepare for, travel to, participate and assist in monthly meetings regarding the Sand bypassing at *Clam Bay ebb shoal and permit generation group* and include, but not limited to, the following tasks:

Review project documentation, reports, permits, monitoring data, inlet management plan, etc.

- ▶ Interview Ken Humiston (H&M), Steven Keehn (CP&E) and Dave Roellig.
- ▶ Provide professional recommendation(s) to the County on the Clam Bay Ebb Shoal analysis and modifications to allow additional dredging and sand bypassing.
- ▶ Prepare a report that outlines the findings of the investigation and outlines the project recommendations.

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**SCHEDULE**

The above scope is based on an estimated eighteen (18) month schedule of participation. The work assignment may be amended if the schedule is extended beyond the eighteen months.

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**BUDGET**

In accordance with Collier County Contract Number 07-4153 "Professional Engineering Services for Coastal Zone Management Projects" compensation for the above scope of work will be based on a Time and Materials charge not to exceed the amount listed below without authorization from the County. Please attached cost breakdown spreadsheet.

Task A – Participation in Discussion Groups (TIME & MATERIALS, not to exceed) **\$25,060.00**

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Jeffrey R. Tabar, P.E.  
Project Director

April 30, 2008  
Date:

Collier County CZM Contract 07-4153						
Clam Bay Sand Bypassing						
WO#1						
Fee Estimate						
TASK NUMBER	TASK DESCRIPTION	Hour Estimate			Total Labor	Total
		Project Manager \$150/hr	Coastal Modeler \$110/hr	Senior Technician \$85/hr		
<b>A</b>	<b>Clam Bay Sand Bypassing</b>					
	Attend Project Meetings	72	8	0	\$11,680	\$11,680
	Interview Project Professionals	12	6	0	\$2,460	\$2,460
	Analysis of Findings and Report Preparation	24	48	24	\$10,920	\$10,920
	<b>Total Task A</b>	<b>108</b>	<b>62</b>	<b>24</b>	<b>\$25,060</b>	<b>\$25,060</b>
	<b>Grand Total</b>	<b>108</b>	<b>62</b>	<b>24</b>	<b>\$25,060</b>	<b>\$25,060</b>

**Contract No. 07-4153**

**"Professional Engineering Services for Coastal Zone Management Projects"**

FIXED TERM CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of October 2007, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY" or "OWNER") and **Post, Buckley, Schuh & Jernigan, Inc. (PBS&J)** authorized to do business in the State of Florida, whose business address is 5300 West Cypress Street, Suite 200, Tampa, FL 33607-2507 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

**WHEREAS**, it is in the best interests of OWNER to be able to obtain professional **engineering services for coastal zone management projects** expeditiously when a need arises in connection with a Collier County project; and

**WHEREAS**, Section 287.055, Florida Statutes (Consultant's Competitive Negotiation Act), makes provisions for a fixed term contract with a firm to provide professional services to a political subdivision, such as the County; and

**WHEREAS**, **OWNER** has selected CONSULTANT in accordance with the provisions of Section 287.055, Florida Statutes, to provide professional **engineering services for coastal zone management projects** on a fixed term basis as directed by OWNER for such projects and tasks as may be required from time to time by OWNER.

**NOW, THEREFORE,** in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

## ARTICLE 1

### CONSULTANT'S RESPONSIBILITY

1.1 From time to time upon the written request or direction of OWNER as hereinafter provided, CONSULTANT shall provide to OWNER professional **engineering services for coastal zone management projects** services (hereinafter the "Services") as herein set forth. The term "Services" includes all Additional Services authorized by written Amendment or Change Order as hereafter provided.

1.2 All Services to be performed by CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. The form of the Work Order is set forth in attached Schedule A. Reference to the term "Work Order" herein, with respect to authorization of Services, includes all written Amendments or Change Orders to any particular Work Order. CONSULTANT acknowledges and agrees that each individual Work Order shall not exceed \$200,000 unless otherwise approved in writing by the Board of County Commissioners, and that the total initial compensation for all Work Orders issued under this Agreement shall not exceed \$750,000 annually, unless otherwise approved in writing by the Board of County Commissioners of Collier County.

1.2.1 All Services must be authorized in writing by OWNER in the form of a Work Order. CONSULTANT shall not provide any Services to OWNER unless and to the extent they are required in a written Work Order. Any Services provided by CONSULTANT without a

written Work Order shall be at CONSULTANT'S own risk and OWNER shall have no liability for such Services.

1.2.2 As OWNER identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, OWNER shall request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be prepared which incorporates the terms of the understanding reached by the parties with respect to such Services and if both parties are in agreement therewith, they shall jointly execute the Work Order.

1.2.3 Upon execution of a Work Order as aforesaid, CONSULTANT agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Order.

1.2.4 It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto CONSULTANT that any specific amount of Services will be requested or required of CONSULTANT pursuant to this Agreement.

1.2.5 CONSULTANT shall have no authority to act as the agent of OWNER under this Agreement or any Work Order, or to obligate OWNER in any manner or way.

1.2.6 All duly executed Work Orders (including all written Amendments or Change Orders thereto) are hereby incorporated into and made a part of this Agreement by reference.

1.3 The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.4 The CONSULTANT agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ and/or retain only qualified personnel to provide such Services to OWNER.

1.5 CONSULTANT hereby designates William K. Jones, P.E. as it's Principal in Charge (hereinafter referred to as the "Principal in Charge") with full authority to bind and obligate CONSULTANT on all matters arising out of or relating to this Agreement. In each Work Order CONSULTANT will designate a qualified licensed professional to serve as CONSULTANT'S project coordinator for the Services to be provided under that Work Order (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Order. Further, the Project Coordinator has full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to the Work Order. The CONSULTANT agrees that the Principal in Charge and the Project Coordinators shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT under the Work Order. CONSULTANT further agrees that the Principal in Charge and Project Coordinators shall not be removed by CONSULTANT without



OWNER'S prior written approval, and if so removed must be immediately replaced with a person acceptable to OWNER.

1.6 CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from OWNER to promptly remove and replace the Principal in Charge or any Project Coordinator, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform any of the Services pursuant to the requirements of this Agreement or any applicable Work Order, said request may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to OWNER.

1.7 The CONSULTANT represents to the OWNER that it has expertise and experience in the type of professional **engineering services for coastal zone management projects** services that will be required under this Agreement. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the OWNER'S review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies, including the Florida Building Code where applicable, which regulate or have jurisdiction over the Services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of each such conflict. OWNER'S approval of any design documents in no way relieves CONSULTANT of its obligation to deliver complete and

accurate documents necessary for successful completion of the Services required under the subject Work Order.

1.7.1 The County reserves the right to deduct portions of the (monthly) invoiced (task) amount for the following: Tasks not completed within the expressed time frame, including required deliverables, incomplete and/or deficient documents, failure to comply with local, state and/or federal requirements and/or codes and ordinances applicable to Consultant's performance of the work as related to the project. This list is not deemed to be all-inclusive, and the County reserves the right to make sole determination regarding deductions. After notification of deficiency, if the Consultant fails to correct the deficiency within the specified timeframe, these funds would be forfeited by the Consultant. The County may also deduct or charge the Consultant for services and/or items necessary to correct the deficiencies directly related to the Consultant's non-performance whether or not the County obtained substitute performance.

1.8 CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. CONSULTANT shall provide OWNER prompt written notice of any such subpoenas.

1.9 As directed by OWNER, all plans and drawings referencing a specific geographic area must be submitted in an AutoCad Digital Exchange File (DXF) format on a CD or DVD, drawn

in the Florida State Plane East (US Feet) Coordinate System (NAD 83/90). The drawings should either reference specific established Survey Monumentation, such as Certified Section Corners (Half or Quarter Sections are also acceptable), or when implemented, derived from the RTK (Real-Time Kinematic) GPS Network as provided by OWNER. Information layers shall have common naming conventions (i.e. right-of-way - ROW, centerlines - CL, edge-of-pavement - EOP, etc), and adhere to industry standard CAD specifications.

## **ARTICLE 2**

### **ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by Owner through an Amendment or Change Order to a Work Order, CONSULTANT shall furnish or obtain from others Additional Services beyond those Services originally authorized in the Work Order. The agreed upon scope, compensation and schedule for Additional Services shall be set forth in the Amendment or Change Order authorizing those Additional Services. With respect to the individuals with authority to authorize Additional Services under this Agreement, such authority will be as established in OWNER'S Administrative Procedures in effect at the time such services are authorized. Except in an emergency endangering life or property, any Additional Services must be approved in writing via an Amendment or Change Order to the subject Work Order prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without such express prior written approval. Failure to obtain such prior written approval for Additional Services will be deemed: (i) a waiver of any claim by CONSULTANT for such Additional Services and (ii) an admission by CONSULTANT that such Work is not additional but rather a part of the Services originally required of CONSULTANT under the subject Work Order. If OWNER determines that a change in a Work Order is required because of the action taken by CONSULTANT in response to an emergency, an Amendment

or Change Order shall be issued to document the consequences of the changes or variations, provided that CONSULTANT has delivered written notice to OWNER of the emergency within forty-eight (48) hours from when CONSULTANT knew or should have known of its occurrence. Failure to provide the forty-eight (48) hour written notice noted above, waives CONSULTANT'S right it otherwise may have had to seek an adjustment to its compensation or time of performance under the subject Work Order.

### **ARTICLE 3**

#### **OWNER'S RESPONSIBILITIES**

3.1 For each Work Order, OWNER shall designate in writing a project manager to act as OWNER'S representative with respect to the Services to be rendered under the Work Order (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S Services under the Work Order. However, the Project Manager is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of Services to be provided and performed by the CONSULTANT as set forth in the Work Order;
- (b) The time the CONSULTANT is obligated to commence and complete all such Services as set forth in the Work Order; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONSULTANT as set forth in the Work Order.

3.2 The Project Manager shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
- (b) Provide all criteria and information requested by CONSULTANT as to OWNER'S requirements for the Services specified in the Work Order, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- (c) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT'S disposal all available information in the OWNER'S possession pertinent to the Services specified in the Work Order, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to the subject Work Order;
- (d) Arrange for access to and make all provisions for CONSULTANT to enter the site (if any) set forth in the Work Order to perform the Services to be provided by CONSULTANT under the subject Work Order; and
- (e) Provide notice to CONSULTANT of any deficiencies or defects discovered by the OWNER with respect to the Services to be rendered by CONSULTANT hereunder.

#### **ARTICLE 4 TIME**

4.1 Attached to each Work Order shall be a computer generated bar graph time schedule ("Schedule") for the performance of the Services required under the subject Work Order. Said Schedule shall be in a form and content satisfactory to OWNER. Services to be

rendered by CONSULTANT shall be commenced, performed and completed in accordance with the Work Order and the Schedule. Time is of the essence with respect to the performance of the Services under each Work Order.

4.2 Should CONSULTANT be obstructed or delayed in the prosecution or completion of the Services as a result of unforeseeable causes beyond the control of CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of nature or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the specific cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension for that specific delay.

4.3 Unless otherwise expressly provided in the Work Order, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONSULTANT'S sole remedy against OWNER will be the right to seek an extension of time to the Schedule; 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 claims based on late completion.

4.4 Should the CONSULTANT fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option

may withhold any and all payments due and owing to the CONSULTANT under this Agreement (including any and all Work Orders) until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER'S satisfaction that the CONSULTANT'S performance is or will shortly be back on schedule.

4.5 In no event shall any approval by OWNER authorizing CONSULTANT to continue performing Work under any particular Work Order or any payment issued by OWNER to CONSULTANT be deemed a waiver of any right or claim OWNER may have against CONSULTANT for delay or any other damages hereunder.

4.6 The period of service shall be from the date of execution of this Agreement through one (1) year from that date, or until such time as all outstanding Work Orders issued prior to the expiration of the Agreement period have been completed. This Agreement may be renewed for an additional three (3) years, renewable annually. Any such annual renewal shall be agreed to, in writing, by both parties.

## **ARTICLE 5**

### **COMPENSATION**

5.1 Compensation and the manner of payment of such compensation by the OWNER for Services rendered hereunder by CONSULTANT shall be as prescribed in each Work Order. CONSULTANT agrees to furnish to OWNER, after the end of each calendar month, or as specified in the Work Order, a comprehensive and itemized statement of charges for the Services performed and rendered by CONSULTANT during that time period, and for any OWNER authorized reimbursable expenses as herein below defined, incurred and/or paid by CONSULTANT during that time period. The monthly statement shall be in such form and

supported by such documentation as may be required by OWNER. All such statements shall be on CONSULTANT'S letterhead and shall indicate the Agreement Number, Work Order Number, Purchase Order Number and Project Site description (if any).

5.2 The compensation (whether based upon a negotiated lump sum, time and materials, hourly with a cap or some other agreed to format) contained in each separate Work Order shall be based on the hourly rates as set forth and identified in Schedule B which is attached hereto, for the time reasonably expended by CONSULTANT'S personnel in performing the Services. The Rate Schedule may be updated by mutual agreement on an annual basis, in conjunction with the annual renewal of this Agreement provided for in paragraph 4.6 above, as directed by OWNER.

5.2.1 OWNER agrees to reimburse CONSULTANT for all necessary and reasonable reimbursable expenses incurred or paid by CONSULTANT in connection with CONSULTANT'S performance of the Services, at its direct cost with no markup, to the extent such reimbursement is permitted in the Work Order and in accordance with Section 112.061, F.S., or as set forth below.

5.2.2 Reimbursable expenses shall be invoiced for the expenditures incurred by the CONSULTANT as follows:

5.2.2.1. Expenses of transportation and living when traveling in connection with each Work Order, except for local travel within Collier or Lee Counties, as provided in Section 112.061, F.S., and all Contract-related mileage for trips that are from/to destinations outside of Collier or Lee Counties approved by OWNER.



5.2.2.2 Expenses for reproducing documents that exceed the number of documents described in this Agreement and postage and handling of Drawings and Specifications, including duplicate sets at the completion of each Work Order for the OWNER'S review and approval.

5.2.2.3. Expense of overtime work requiring higher than regular rates approved in advance and in writing by OWNER.

5.2.2.4. Expense of models for the OWNER'S use.

5.2.2.5 Fees paid for securing approval of authorities having jurisdiction over the Work Order required under the applicable Work Order.

5.2.2.6 Other items on request and approved in writing by the OWNER.

5.2.3 CONSULTANT shall obtain the prior written approval of OWNER before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by CONSULTANT will be deemed to be a reimbursable expense.

5.3 CONSULTANT shall bear and pay all overhead and other expenses, except for authorized reimbursable expenses, incurred by CONSULTANT in the performance of the Services.

5.4 Prior to issuing any Work Order pursuant to this Agreement, OWNER may request that CONSULTANT in writing advise OWNER of (i) the estimated time of CONSULTANT'S personnel and the estimated fees thereof for the proposed work to be specified in the Work Order; and (ii) the estimated charge to OWNER for the reimbursable expenses applicable to the contemplated Services to be performed by CONSULTANT under the proposed Work Order. CONSULTANT shall promptly supply such estimate to OWNER based on CONSULTANT'S good faith analysis.

5.5 CONSULTANT agrees that, with respect to any subconsultant or subcontractor to be utilized by CONSULTANT on any particular Work Order, CONSULTANT shall be limited to a maximum markup of five percent (5%) on the fees and expenses associated with such subconsultants and subcontractors.

5.6 Payments for Basic Services and Additional Basic Services as set forth herein or the Work Order shall be made upon presentation of the CONSULTANT'S itemized invoice approved by OWNER.

5.7 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis.

## **ARTICLE 6**

### **OWNERSHIP OF DOCUMENTS**

6.1 Upon the completion or termination of each Work Order, as directed by OWNER, CONSULTANT shall deliver to OWNER copies or originals of all records, documents, drawings, notes, tracings, plans, Auto CADD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for CONSULTANT under the applicable Work Order ("Project Documents"). OWNER shall specify whether the originals or copies of such Project Documents are to be delivered by CONSULTANT. CONSULTANT shall be solely responsible for all costs associated with delivering to OWNER the Project Documents. CONSULTANT, at its own expense, may retain copies of the Project Documents for its files and internal use.

6.2 Notwithstanding anything in this Agreement to the contrary and without requiring OWNER to pay any additional compensation, CONSULTANT hereby grants to OWNER a

nonexclusive, irrevocable license in all of the Project Documents for OWNER'S use with respect to the applicable authorized project or task. CONSULTANT warrants to OWNER that it has full right and authority to grant this license to OWNER. Further, CONSULTANT consents to OWNER'S use of the Project Documents to complete the subject project or task following CONSULTANT'S termination for any reason or to perform additions to or remodeling, replacement or renovations of the subject project or task. CONSULTANT also acknowledges OWNER may be making Project Documents available for review and information to various third parties and hereby consents to such use by OWNER.

## **ARTICLE 7**

### **MAINTENANCE OF RECORDS**

7.1 CONSULTANT will keep adequate records and supporting documentation which concern or reflect the Services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the Work Order is completed, whichever is later, or such later date as may be required by law. OWNER, or any duly authorized agents or representatives of OWNER, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

7.2 The records specified above in paragraph 7.1 include accurate time records, which CONSULTANT agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of CONSULTANT in performing the Services and therein specifying the services performed by each, with all such time records to be kept within one-

half of an hour. At the request of OWNER, or as specified in the Work Order, CONSULTANT shall furnish to OWNER any of the aforesaid time records, as well as invoices or proofs showing CONSULTANT'S incurrence and/or payment of any reimbursable expenses.

## **ARTICLE 8**

### **INDEMNIFICATION**

8.1 To the maximum extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, 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 CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph 8.1.

## **ARTICLE 9**

### **INSURANCE**

9.1 CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Schedule C to this Agreement.

9.2 All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

9.3 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

9.3.1 All insurance policies, other than the Business Automobile policy, Professional Liability policy, and the Workers Compensation policy, provided by CONSULTANT to meet the requirements of this Agreement shall name Collier County Board of County Commissioners, Collier County, Florida, as an additional insured as to the operations of CONSULTANT under this Agreement and shall contain a severability of interests provisions.

9.3.2 Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

9.3.3 All insurance coverages of CONSULTANT shall be primary to any insurance or self-insurance program carried by OWNER, and the "Other Insurance" provisions of any policies obtained by CONSULTANT shall not apply to any insurance or self-insurance program carried by OWNER.

9.3.4 The Certificates of Insurance, which are to be provided in an Occurrence Form patterned after the current I.S.O. form with no limiting endorsements, must reference and identify this Agreement.

9.3.5 All insurance policies shall be fully performable in Collier County, Florida, and shall be construed in accordance with the laws of the State of Florida.

9.4 CONSULTANT, its subconsultants and OWNER shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by OWNER, except such rights as they may have to the proceeds of such insurance held by any of them.

9.5 All insurance companies from whom CONSULTANT obtains the insurance policies required hereunder must meet the following minimum requirements:

9.5.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

9.5.2 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

## **ARTICLE 10**

### **SERVICES BY CONSULTANT'S OWN STAFF**

10.1 The Services to be performed hereunder shall be performed by CONSULTANT'S own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may then otherwise exist without regard to this Agreement.

10.2 Attached to each Work Order shall be a Schedule that lists all of the key personnel CONSULTANT intends to assign to perform the Services required under that Work Order. Such personnel shall be committed to the project or task specified in the Work Order in accordance with the percentages noted in the attached Schedule. CONSULTANT shall also

identify in that Schedule each subconsultant and subcontractor it intends to utilize with respect to the subject Work Order. All personnel, subconsultants and subcontractors identified in the Schedule shall not be removed or replaced without OWNER'S prior written consent.

10.3 CONSULTANT is liable for all the acts or omissions of its subconsultants or subcontractors. By appropriate written agreement, the CONSULTANT shall require each subconsultant or subcontractor, to the extent of the Services to be performed by the subconsultant or subcontractor, to be bound to the CONSULTANT by the terms of this Agreement and any subsequently issued Work Order, and to assume toward the CONSULTANT all the obligations and responsibilities which the CONSULTANT, by this Agreement and any subsequently issued Work Order, assumes toward the OWNER. Each subconsultant or subcontract agreement shall preserve and protect the rights of the OWNER under this Agreement, and any subsequently issued Work Order, with respect to the Services to be performed by the subconsultant or subcontractor so that the subconsulting or subcontracting thereof will not prejudice such rights. Where appropriate, the CONSULTANT shall require each subconsultant or subcontractor to enter into similar agreements with its sub-subconsultants or sub-subcontractors.

10.4 CONSULTANT acknowledges and agrees that OWNER is a third party beneficiary of each contract entered into between CONSULTANT and each subconsultant or subcontractor, however nothing in this Agreement shall be construed to create any contractual relationship between OWNER and any subconsultant or subcontractor.

## **ARTICLE 11**

### **WAIVER OF CLAIMS**

11.1 CONSULTANT'S acceptance of final payment for Services provide under any Work Order shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of the Work Order or otherwise related to those Services, and except those previously made in writing in accordance with the terms of this Agreement and identified by CONSULTANT in its final invoice for the subject Work Order as unsettled. Neither the acceptance of CONSULTANT'S Services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against CONSULTANT.

## **ARTICLE 12**

### **TERMINATION OR SUSPENSION**

12.1 This Agreement is a fixed term contract for the professional services of CONSULTANT. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than thirty (30) days prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under a previously issued Work Order, shall proceed to completion under the terms of this Agreement.

12.2 CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement and any Work Orders in effect, in whole or in part, as further set forth in this section, for any of the following reasons: (a) CONSULTANT'S failure to begin Services under any particular Work Order



within the times specified under that Work Order, or (b) CONSULTANT'S failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT'S principals, officers or directors, or (d) CONSULTANT'S failure to obey any laws, ordinances, regulations or other codes of conduct, or (e) CONSULTANT'S failure to perform or abide by the terms and conditions of this Agreement and any Work Orders in effect, or (f) for any other just cause. The OWNER may so terminate this Agreement and any Work Orders in effect, in whole or in part, by giving the CONSULTANT seven (7) calendar day's written notice of the material default.

12.3 If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.2, then the notice of termination given pursuant to paragraph 12.2 shall be deemed to be the notice of termination provided for in paragraph 12.4, below, and CONSULTANT'S remedies against OWNER shall be the same as and be limited to those afforded CONSULTANT under paragraph 12.4 below.

12.4 Notwithstanding anything herein to the contrary (including the provisions of paragraph 12.1 above), OWNER shall have the right to terminate this Agreement and any Work Orders in effect, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT'S recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, for any Work Orders so cancelled, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against OWNER,

including, but not limited to, anticipated fees or profits on Services not required to be performed. CONSULTANT must mitigate all such costs to the greatest extent reasonably possible.

12.5 Upon termination and as directed by OWNER, the CONSULTANT shall deliver to the OWNER all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement, including those described in Section 6, that are in CONSULTANT'S possession or under its control arising out of or relating to this Agreement or any Work Orders.

12.6 The OWNER shall have the power to suspend all or any portions of the Services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, the CONSULTANT'S sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

12.7 In the event (i) OWNER fails to make any undisputed payment to CONSULTANT within forty-five (45) days after such payment is due as set forth in the Work Order or such other time as required by Florida's Prompt Payment Act or (ii) OWNER otherwise persistently fails to fulfill some material obligation owed by OWNER to CONSULTANT under this Agreement or subsequently issued Work Order, and (ii) OWNER has failed to cure such default within fourteen (14) days of receiving written notice of same from CONSULTANT, then CONSULTANT may stop its performance under the subject Work Order until such default is cured, after giving OWNER a second fourteen (14) days written notice of CONSULTANT'S intention to stop performance under the applicable Work Order. If the

Services are so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the CONSULTANT or its subconsultant or subcontractor or their agents or employees or any other persons performing portions of the Services under contract with the CONSULTANT, the CONSULTANT may terminate the subject Work Order by giving written notice to OWNER of CONSULTANT'S intent to terminate that Work Order. If OWNER does not cure its default within fourteen (14) days after receipt of CONSULTANT'S written notice, CONSULTANT may, upon fourteen (14) additional days' written notice to the OWNER, terminate the subject Work Order and recover from the Owner payment for Services performed through the termination date, but in no event shall CONSULTANT be entitled to payment for Services not performed or any other damages from Owner.

### **ARTICLE 13**

#### **TRUTH IN NEGOTIATION REPRESENTATIONS**

13.1 CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement or any subsequent Work Order.

13.2 In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Schedule D, certifying that wage rates and other factual unit costs supporting the compensation for CONSULTANT'S services to be provided under

this Agreement and each subsequent Work Order issued hereafter, if any, are accurate, complete and current at the time of the Agreement or such subsequent Work Order. The CONSULTANT agrees that the original price as set forth in each subsequent issued Work Order, if any, and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the price as set forth in the Work Order was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the subject Work Order.

#### **ARTICLE 14**

##### **CONFLICT OF INTEREST**

14.1 CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. CONSULTANT further represents that no persons having any such interest shall be employed to perform those Services.

#### **ARTICLE 15**

##### **MODIFICATION**

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

#### **ARTICLE 16**

##### **NOTICES AND ADDRESS OF RECORD**

16.1 All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the OWNER shall be in writing and shall be delivered by hand, by fax, or

by United States Postal Service Department, first class mail service, postage prepaid,  
addressed to the following OWNER'S address of record:

Board of County Commissioners,  
Collier County Florida  
Purchasing Department, Purchasing Building  
3301 Tamiami Trail East  
Naples, Fl. 34112  
Attention: Stephen Y. Carnell, Purchasing/GS Director  
Fax: 239-732-0844

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

Post, Buckley, Schuh & Jernigan, Inc.  
5300 West Cypress Street, Suite 200  
Tampa, FL 33607-2507  
Telephone: (800) 477-7275  
Fax: (813) 286-1207  
Attn: Mr. Todd J. Kenner , President

16.3 Either party may change its address of record by written notice to the other party given  
in accordance with requirements of this Article.

## **ARTICLE 17**

### **MISCELLANEOUS**

17.1 CONSULTANT, in representing OWNER, shall promote the best interests of OWNER  
and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

17.2 No modification, waiver, suspension or termination of the Agreement or of any terms  
thereof shall impair the rights or liabilities of either party.

17.3 This Agreement is not assignable, or otherwise transferable in whole or in part, by CONSULTANT without the prior written consent of OWNER.

17.4 Waivers by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

17.5 The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

17.6 This Agreement, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

17.7 Unless otherwise expressly noted herein, all representations and covenants of the parties shall survive the expiration or termination of this Agreement.

17.8 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.9 The terms and conditions of the following Schedules attached hereto are by this reference incorporated herein:

Schedule A WORK ORDER FORM

Schedule B RATE SCHEDULE

Schedule C INSURANCE COVERAGE

Schedule D TRUTH IN NEGOTIATION CERTIFICATE

## **ARTICLE 18**

### **APPLICABLE LAW**

18.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by such laws, rules and regulations of the United States as made applicable to Services funded by the United States government. 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.

## **ARTICLE 19**

### **SECURING AGREEMENT/PUBLIC ENTITY CRIMES**

19.1 CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, CONSULTANT shall sign and deliver to OWNER the Truth-In-Negotiation Certificate identified in Article 13 and attached hereto and made a part hereof as Schedule D. CONSULTANT'S compensation as set forth in each subsequently issued Work Order, if any, shall be adjusted to exclude any sums by which OWNER determines the

compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

19.2 By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by OWNER of and is in compliance with 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

## **ARTICLE 20**

### **DISPUTE RESOLUTION**

20.1 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 CONSULTANT 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 CONSULTANT with full



decision-making authority and by OWNER'S staff person 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.

20.2 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.

## **ARTICLE 21**

### **IMMIGRATION LAW COMPLIANCE**

21.1 By executing and entering into this agreement, the Consultant 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 Consultant 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.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement for **Professional Engineering Services for Coastal Zone Management Projects** the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS FOR COLLIER COUNTY, FLORIDA,

Dwight E. Brock, Clerk

By: *Ann Ferguson, Oc.*  
Attest as to Chairman's signature on 6/20/08  
Date: 6/20/08

By: *James Coletta*  
James Coletta, Chairman

Approved as to form and legal sufficiency:

*[Signature]*  
Assistant County Attorney

**Post, Buckley, Schuh & Jernigan, Inc. (PBS&J)**

*Becky S. Schaffer*  
Witness **Becky S. Schaffer**  
**Secretary**  
Typed Name and Title

By: *Todd J. Kenner*  
Todd J. Kenner  
President

*Monica M. Vazquez*  
Witness  
Monica M. Vazquez, Program Asst. II  
Typed Name and Title

**SCHEDULE A**

**WORK ORDER # \_\_\_\_\_**

Agreement for "Professional Engineering Services for Coastal Zone Management Projects", Dated: \_\_\_\_\_, 200  
(CONTRACT #07-4153)

This Work Order is for professional describe services for work known as:

Project Name: \_\_\_\_\_

Project No: \_\_\_\_\_

The work is specified in the proposal dated \_\_\_\_\_, 200\_\_\_\_\_ which is attached hereto and made a part of this Work Order. In accordance with Terms and Conditions of the Agreement referenced above, Work Order # \_\_\_\_\_ is assigned to: name of firm.

Scope of Work: As detailed in the attached proposal and the following:

- \* Task I -
- \* Task II -
- \* Task III

Schedule of Work: Complete work within \_\_\_\_\_ days from receipt of the Notice to Proceed which is accompanying this Work Order.

Compensation: In accordance with Article Five of the Agreement, the County will compensate the Firm in accordance with the following method(s): \_\_\_\_\_Negotiated Lump Sum\_\_\_\_\_Lump Sum Plus Reimbursable Costs \_\_\_\_\_Time & Material (established hourly rate – Schedule A) \_\_\_\_\_Cost Plus Fixed Fee, as provided in the attached proposal. (define which method will be used for which tasks)

Task I	\$
Task II	\$
Task III	\$
<b>TOTAL FEE</b>	<b>\$ _____</b>

Any change made subsequent to final department approval will be considered an additional service and charged according to Schedule "A" of the original Contract Agreement.

PREPARED BY: \_\_\_\_\_  
name and title \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Department Director, Department Name \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Division Administrator, Division \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTED BY: Company name \_\_\_\_\_  
Signature of Authorized Company Officer \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

**SCHEDULE B**  
**RATE SCHEDULE**

**Contract No. 07-4153**

**Professional Engineering Services for Coastal Zone Management Projects**

<b>Professional Position</b>	<b>Hourly Rate</b>
Principal/President	\$185.00/hr
Principal/VP Engineering/Senior Project Manager	\$170.00/hr
Project Manager/Senior Engineer/Senior Consultant	\$150.00/hr
Project Director	\$145.00/hr
Project Engineer/Architect	\$140.00/hr.
Project Construction Manager	\$130.00/hr
Senior Designer	\$120.00/hr.
Senior Hydrogeologist	\$127.00/hr
Junior Hydrogeologist	\$ 90.00/hr
Coastal Modeler	\$110.00/hr
Principle Ecologist	\$160.00/hr
Senior Ecologist	\$120.00/hr
Ecologist	\$100.00/hr
Field Ecologist	\$ 95.00/hr
Engineer III	\$115.00/hr
Engineer II/Field Representative /Sr. Landscape Architect/Sr. Scientist	\$125.00/hr
Senior Technician	\$ 85.00/hr
Junior Technician	\$ 65.00/hr
Expert Witness	\$250.00/hr

**Survey & Mapping**

Surveyor and Mapper Senior	\$145.00/hr.
Surveyor and Mapper Junior	\$110.00/hr
Two Man Field Party	\$125.00/hr
Three Man Field Party	\$150.00/hr
Four Man Field Party	\$170.00/hr
GPS Mapping Grade: One Man Party	\$ 95.00/hr
GPS Mapping Grade: Two Man Party	\$125.00/hr
GPS Mapping Grade: Three Man Party	\$165.00/hr
GPS Survey Grade: One or Two Man Party	\$160.00/hr
GPS Survey Grade: Three Man Party	\$165.00/hr

**GIS**

Principle GIS Consultant	\$170.00/hr
Senior GIS Consultant/Analyst	\$160.00/hr
GIS Technician	\$ 65.00/hr.

**Administrative**

Administrative Assistant/Secretary	\$ 55.00/hr.
Clerical, other support	\$ 40.00/hr.

This list is not intended to be all-inclusive. Hourly rate fees for other categories of professional, support and other services shall be mutually negotiated by the County and firm on a project by project basis as needed.

**SCHEDULE C**  
**INSURANCE COVERAGE**

(1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT 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 CONSULTANT'S sole responsibility.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverages shall be maintained without interruption from the date of commencement of the Services until the date of completion of all Services required hereunder or as specified in this Agreement, whichever is longer.

(4) Simultaneously with the execution and delivery of this Agreement by CONSULTANT, CONSULTANT has delivered properly executed Certificates of insurance (3 copies) acceptable to the OWNER evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or

allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER. CONSULTANT shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(5) All insurance coverages of the CONSULTANT shall be primary to any insurance or self insurance program carried by the OWNER applicable to this Agreement.

(6) The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement does not constitute approval or agreement by the OWNER that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(7) CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the OWNER.

(8) Should at any time the CONSULTANT not maintain the insurance coverages required herein, the OWNER may terminate the Agreement and any Work Orders issued pursuant to the Agreement or at its sole discretion shall be authorized to

purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between OWNER and CONSULTANT. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

(9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Services required hereunder or termination of the Agreement or any Work Order, the CONSULTANT shall furnish to the OWNER, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the OWNER with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and OWNER may terminate the Agreement or any subsequently issued Work Order for cause.

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

Required by this Agreement?  Yes  No

(1) Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:



a. Worker's Compensation - Florida Statutory Requirements

b. Employers' Liability (check one)

- \$100,000 Each Accident  
\$500,000 Disease Aggregate  
\$100,000 Disease Each Employee
- \$1,000,000 Each Accident  
\$1,000,000 Disease Aggregate  
\$1,000,000 Disease Each Employee

(2) The insurance company shall waive all claims rights against the OWNER and the policy shall be so endorsed.

(3) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

Applicable  Not Applicable

(4) Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

Applicable  Not Applicable

In the event that the CONSULTANT has a marina exposure, the CONSULTANT will purchase (or provide) the necessary and appropriate insurance coverage for items 3 and 4.

### COMMERCIAL GENERAL LIABILITY

Required by this Agreement?  Yes  No

(1) Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to,

Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the OWNER of the work under this Agreement. Limits of Liability shall not be less than the following:

_____	General Aggregate	\$300,000
	Products/Completed Operations Aggregate	\$300,000
	Personal and Advertising Injury	\$300,000
	Each Occurrence	\$300,000
	Fire Damage	\$ 50,000
_____	General Aggregate	\$500,000
	Products/Completed Operations Aggregate	\$500,000
	Personal and Advertising Injury	\$500,000
	Each Occurrence	\$500,000
	Fire Damage	\$ 50,000
<u>  X  </u>	General Aggregate	\$1,000,000
	Products/Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or its designee.

(3) The OWNER shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the OWNER.

(4) Coverage shall be included for explosion, collapse or underground property damage claims.

(5) Watercraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

Applicable  Not Applicable

(6) Aircraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

Applicable  Not Applicable

#### **AUTOMOBILE LIABILITY INSURANCE**

Required by this Agreement?  Yes  No

(1) Automobile Liability Insurance shall be maintained by the CONSULTANT for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than:

Bodily Injury & Property Damage - \$ 500,000

\_\_\_\_\_ Bodily Injury & Property Damage - \$1,000,000

### **UMBRELLA LIABILITY**

(1) Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

### **PROFESSIONAL LIABILITY INSURANCE**

Required by this Agreement?  Yes  No

(1) Professional Liability Insurance shall be maintained by the CONSULTANT to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recover against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than:

- \_\_\_\_\_ \$ 500,000 each claim and in the aggregate
- \$1,000,000 each claim and in the aggregate
- \_\_\_\_\_ \$2,000,000 each claim and in the aggregate
- \_\_\_\_\_ \$5,000,000 each claim and in the aggregate

(2) Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the OWNER.

(3) The CONSULTANT shall continue this coverage for a period of not less than five (5) years following completion of all Services authorized under this Agreement.

(4) The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or OWNER under this Agreement, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

### **VALUABLE PAPERS INSURANCE**

(1) In the sole discretion of the County, on a work order by work order basis, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed

documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

### **PROJECT PROFESSIONAL LIABILITY**

(1) If OWNER notifies CONSULTANT that a project professional liability policy will be purchased, then CONSULTANT agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of CONSULTANT'S professional liability policy. If no credit is available from CONSULTANT'S current professional policy underwriter, then CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). CONSULTANT agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and CONSULTANT, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in CONSULTANT'S self-insured retention and the risk of uninsured or underinsured consultants.

(2) CONSULTANT agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**  
 1-866-220-4625  
 Holmes Murphy and Associates - Omaha  
 2637 South 158th Plaza  
 Suite 200  
 Omaha, NE 68130

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

**INSURED**  
 Post, Buckley, Schuh & Jernigan, Inc.  
 d/b/a PBS&J  
 2001 NW 107th Avenue  
 Miami, FL 33172-2507

INSURER A: Zurich American Insurance Company/#16535  
 INSURER B: Zurich American Insurance Company / #16535  
 INSURER C: Steadfast Insurance Company/#26387  
 INSURER D:  
 INSURER E:

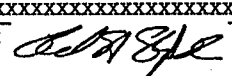
### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLO 9139458-01	09/30/07	09/30/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	BAP 9139457-01	09/30/07	09/30/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BAP 9139486-01	09/30/07	09/30/08	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> Contractual Liability						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
C	EXCESS LIABILITY	AUC 508762103	09/30/07	09/30/08	EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$0					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 9139459-01	09/30/07	09/30/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER				\$	
					\$	
					\$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 RE: Contract 07-4153, Professional Engineering Services for Coastal Zone Management Project Collier County, Florida is an Additional Insured on the General Liability, including Completed Operations (GL ONLY) and Automobile Liability on a Primary basis with respect to the operations of the insured on the above project. Waiver of Subrogation on the Workers Compensation in favor of the Additional Insured.

See attached for additional wording.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Collier County Government Purchasing Department  3301 Tamiami Trail East  Naples, FL 34112	USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL TO THE ADDRESS OF THE INSURED OR TO THE ADDRESS OF THE AGENT'S OFFICE. AUTHORIZED REPRESENTATIVE 

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/18/07
PRODUCER Holmes Murphy and Associates - Omaha  2637 South 158th Plaza Suite 200 Omaha, NE 68130  INSURED Post, Buckley, Schuh & Jernigan, Inc. d/b/a PBS&J 2001 NW 107th Avenue  Miami, FL 33172-2507	1-866-220-4625	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <b>INSURERS AFFORDING COVERAGE</b>  INSURER A: RLI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AGG \$												
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">WC STATU-TORY LIMITS</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT		\$															
E.L. DISEASE - EA EMPLOYEE		\$															
E.L. DISEASE - POLICY LIMIT		\$															
	OTHER A Marine Liability A Marine Liability A Marine Liability	HUL03000074 HUL03000074 HUL03000074	08/10/07 08/10/07 08/10/07	09/30/08 09/30/08 09/30/08	Each Occurrence \$ 1,000,000 General Aggregate \$ 1,000,000 Physical Damage \$ 235,204												
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Liability Deductibles: Personal Injury - \$2,500/All Other - \$2,500 Physical Damage Deductibles: 2% of Vessel Value, \$500 Minimum; except ISO CAT/Named Storms 5% of Vessel Value, \$1,000 Minimum RE: Contract 07-4153, Professional Engineering Services for Coastal Zone Management Project.																	

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Collier County Government Purchasing Department  3301 Tamiami Trail East  Naples, FL 34112  USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE



# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (305)822-7800 FAX (305)362-2443 Collinsworth Alter Fowler Dowling & French Group P. O. Box 9315 Miami Lakes, FL 33014-9315 Attn: Anna Ramirez, ext 120; aramirez@cafdf.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Post, Buckley, Schuh, & Jernigan, Inc. d/b/a PBS&J 2001 NW 107 Avenue Miami, FL 33172-2507	INSURER A: Lloyds of London A XV	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional/ Pollution Liability	LDUSA0700811 CLAIMS-MADE FORM	09/30/2007	09/30/2008	\$1,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: Contract No. 07-4153; Professional Engineering Services for Coastal Zone Management Projects  
 Issuing company will provide 30 days written notice of cancellation; 10 days for non-payment.

PBS&J at 5300 West Cypress Street, Suite 200, Tampa, FL 33607

**CERTIFICATE HOLDER**

Collier County Government  
 Purchasing Department  
 3301 East Tamiami Trail  
 Naples, FL 34112

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Meade Collinsworth/ANNA *[Signature]*

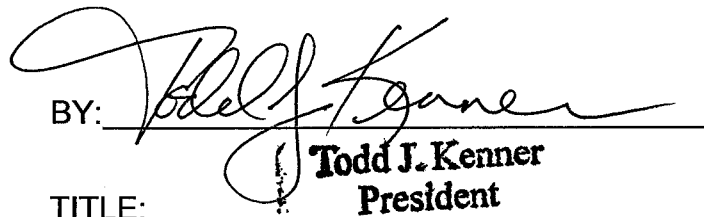
**SCHEDULE D**

**TRUTH IN NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, **Post, Buckley, Schuh & Jernigan, Inc. (PBS&J)** hereby certifies that wages, rates and other factual unit costs supporting the compensation for the services of the CONSULTANT to be provided under the Professional Services Agreement, concerning **Professional Engineering for Coastal Zone Management Projects** are accurate, complete and current as of the time of contracting.

**Post, Buckley, Schuh & Jernigan, Inc. (PBS&J)**

BY: \_\_\_\_\_



**Todd J. Kenner**  
**President**

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

10/18/2007