

**MULTI-CONTRACTOR AWARD AGREEMENT**

# 24-8200

**for**

General Contractor Services

**THIS AGREEMENT**, made and entered into on this 13 day of January 2024, by and between Capital Contractors, LLC, authorized to do business in the State of Florida, whose business address is 9010 Strada Stell Court, Suite 108, Naples, FL 34109, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County" or "Owner"):

**WITNESSETH:**

1. **AGREEMENT TERM.** The Agreement shall be for a two ( 2 ) year period, commencing  upon the date of Board approval; or  on \_\_\_\_\_, and terminating two ( 2 ) year(s) from that date or until all outstanding  Purchase Order(s)  Work Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two ( 2 ) additional two ( 2 ) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or the County Manager's designee, may extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a  Purchase Order  Notice to Proceed.
3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of  Request for Proposal (RFP)  Invitation to Bid (ITB)  Other: Invitation for Qualification ( IFQ ) # 24-8200, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.  The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in

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compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

3.3  The procedure for obtaining Work under this Agreement is outlined in **Exhibit A – Scope of Services** attached hereto.

3.4  The County reserves the right to specify in each Request for Quotations: the period of completion; collection of liquidated damages in the event of late completion; and the Price Methodology selected in 4.1.

#### 4. THE AGREEMENT SUM.

The County shall pay the Contractor for the performance of this Agreement based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and pursuant to the Price Methodology in Section 4.1.  ~~Contractor's quoted prices shall be based on **Exhibit B – Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and as more expressly provided for herein.~~

##### 4.1 Price Methodology (as selected below):

**Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

**Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

**Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The

invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

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

4.4 The County, 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.

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

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

Company Name:	Capital Contractors, LLC
Address:	9010 Strada Stell Court, Suite 108
	Naples, FL 34109
Authorized Agent:	Adam Ahmad
Attention Name & Title:	Principal and Project Executive
Telephone:	239-273-8894
E-Mail(s):	adam.ahmad@capitalengr.com

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

Board of County Commissioners for Collier County, Florida

Division Name:	Facilities Management
Division Director:	Brian Delony
Address:	3335 Tamiami Trail East, Suite 101
	Naples, Florida 34112

Administrative Agent/PM:	Tony Barone
Telephone:	239-252-8696
E-Mail(s):	Tony.Barone@collier.gov

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

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
  
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.  
  
 Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.
  
9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
  
10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause. 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.

- 10.1 Further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.
- 10.2 In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.
- 10.3 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.
11. **NO DISCRIMINATION**. The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.
12. **INSURANCE**. The Contractor shall provide insurance as follows:
- A.  **Commercial General Liability**: Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence. \$ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. 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.
- B.  **Business Auto Liability**: Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C.  **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$ 1,000,000 for each accident.

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

E.  ~~**Cyber Liability:** Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim.~~

F.  \_\_\_\_\_ : Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim/occurrence.

G.  \_\_\_\_\_ : Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim/occurrence.

H.  \_\_\_\_\_ : Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim/occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "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 Contractor's policy shall be endorsed accordingly. Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

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

- 13. **INDEMNIFICATION.** 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, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused

by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

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

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Facilities Management Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement (collectively the "Contract Documents") as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s),  Exhibit A Scope of Services,  Exhibit B Fee Schedule,  RFP/  ITB/  Other IFQ # 24-8200, including Exhibits, Attachments and Addenda/Addendum,  ~~subsequent quotes and corresponding contract documents,~~  Exhibit C-1 Public Payment Bond,  Exhibit C-2 Public Performance Bond,  Exhibit D - Release and Affidavit Form,  Exhibit E-1 - Form of Contract Application for Payment,  Exhibit E-2 Schedule of Values,  Exhibit E-3 Stored Materials,  Exhibit F - Change Order,  Exhibit F-2 - Work Directive,  Exhibit G-1 - Certificate of Substantial Completion,  Exhibit G-2 -Certificate of Final Completion,  Exhibit G-3 Punch List,  Exhibit G-4 Final Payment Checklist  Exhibit H - Warranty,  Exhibit I -Affidavit Regarding Labor and Services ,  Exhibit J - General Terms and Conditions, and  Exhibit K Florida Trench Safety  Other Exhibit/Attachment: Federal Contract Provisions and Assurances.
17. **APPLICABILITY.** Sections corresponding to any checked box (  ) expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences:
- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time;
  - b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and,
  - c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

**IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD 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](mailto: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.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

By its execution of this Contract, Contractor acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), F.S. which reads 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."

#### 20.1 Applicable if Contract is \$1,000,000 or more.

By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to Section 287.135, F.S., Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Owner may terminate this Agreement immediately for cause if: (1) Contractor is found to

have submitted a false certification regarding (a) – (e) above in accordance with Section 287.135(5), F.S., (2) Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Contractor is found to have been placed on a list created pursuant to Section 215.473, F.S., relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, F.S.. The Lists referred to in this section are those Lists in and maintained pursuant to Section 287.135, F.S.. /

20.2 Applicable if Contract is under \$1,000,000.

By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to Section 287.135, F.S., Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Owner may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) or (b) above in accordance with Section 287.135, F.S., or (2) Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity. The term “Boycott of Israel” used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, F.S..

20.3 Applicable if Contract is over \$100,000.

Pursuant to Section 286.101, F.S., Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the Owner, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

- 20.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to Section 786.06, F.S., Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in Section 786.06. Contractor will provide to the Owner an affidavit in the form attached as Exhibit I signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the Owner may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.
- 20.5 Pursuant to Section 166.246, F.S., Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the Owner for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.
21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.
22.  **BONDS.**
- A. When a construction project is in excess of \$200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.
- B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party(ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "C-1" and Exhibit "C-2".
- C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, terminates or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.
23.  **LIQUIDATED DAMAGES.** The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for

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

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

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek 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 complete the Work in a timely manner.

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

24. **■ PAYMENTS.** Generally, the Contractor will be paid upon completion as provided in this Agreement; however, for Work anticipated to take in excess of thirty (30) days, the Contractor may request to receive Progress Payments. The first Application for Payment shall be submitted no earlier than thirty (30) days after the issuance of the Notice to Proceed (unless the Work is fully completed in less than 30 days), 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.

If the Contractor requests Progress Payments, the Contractor shall submit to the Project Manager a final Schedule of Values (see Exhibit E-2) within ten (10) calendar days after the issuance of the Notice to Proceed. 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 quote and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the quoted 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 (Exhibit E-1) 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.

- 24.1 Contractor shall submit its 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.
- 24.2 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.
- 24.3 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, F.S. 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, F.S.. Any reduction in retainage below the maximum amount set forth in Section 255.078, F.S. 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 Section 255.078, F.S. or otherwise required pursuant to Section 218.735(7), F.S. Any interest earned on retainage shall accrue to the benefit of the Owner.

- 24.4 Payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- 24.5 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached as Exhibit D, 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 D 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.
- 24.6 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.
- 24.7 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 E-3.
- Subject to the foregoing, payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or prior to final completion. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.
- 24.8 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.
25. **PAYMENTS WITHHELD**. Owner may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, outstanding punchlist items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the

whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable 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.

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

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.

26. **SUBMITTALS AND SUBSTITUTIONS**. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance. 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.
- 26.1 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.

26.2 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.

27. **■ CONTRACT TIME AND TIME EXTENSIONS.**

- A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.
- B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right

to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

28.  **CHANGES IN THE WORK.** Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this Agreement shall be in compliance with the County's Procurement Ordinance and Procurement Procedures in effect at the time such modifications are authorized.
- 28.1 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 total markup for all overhead and profit as stated in Exhibit A – Scope of Services.
- 28.2 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.
- 28.3 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.
- 28.4 For any contract for construction services entered on or after July 1, 2025, the County shall approve or deny a price quote for a Change Order requested or issued by the County within 35 days after receipt of such price quote from the Contractor (receipt commencing the date upon which the County's Project Manager and Department Head receives the price quote) consistent with the prompt processing of Change Orders set forth in Section 218.755, F.S. A denial notice shall specify deficiencies and actions necessary to remedy the deficiencies.
- A Change Order in the form attached as Exhibit "F" 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.
29.  **CLEAN UP.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work,

Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy for County.

30. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.**  
The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
31. **TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County 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 County.
32. **PROTECTION OF WORK.**
- A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
  - B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
  - C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.
33. **EMERGENCIES.** In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby:

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

the consequences of the changes or variations.

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

34. **WARRANTY.** Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Exhibit A, Scope of Services, Section 5, further addresses the Contractor's responsibilities as to Warranty, Extended Warranty & Express Warranties under the Agreement.

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.

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.

35. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

**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 16 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 G-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 G-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, if applicable. 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 Owner and 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 G-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, in the form that appears in Exhibit F-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.

36. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
37. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for

approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

38. **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.
39. **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.
40. **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.
41. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
42. **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](mailto: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.

Collier County Sheriff's Office (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.

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

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

*[Signature page to follow]*

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

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



By: [Signature]

Dan Kowal, Chairman

Capital Contractors, LLC

Contractor

Josh Eaton  
Contractor's First Witness

By: [Signature]  
Signature

Josh Eaton  
↑Type/print witness name↑

Adam Ahmad, Managing Member  
↑Type/print signature and title↑

[Signature]  
Contractor's Second Witness

Trent Rogalski  
↑Type/print witness name↑

Approved as to Form and Legality:

[Signature]  
Deputy County Attorney

Scott R. Seal  
Print Name



Exhibit A

Scope of Services

- following this page (pages 1 through 6 )
- this exhibit is not applicable

**Exhibit A – Scope of Services**  
#24-8200 “General Contractor Services”

**1. Scope of Services**

- 1.1. The selected General Contractors (GC) will be responsible for providing complete construction services for a wide range of projects and responsible for the overall coordination of a project. The General Contractors will provide material, labor, equipment, tools, and services necessary for all projects assigned. When necessary, the General Contractor may hire specialized subcontractors to perform all, none or some portion of the construction work.
- 1.2. The General Contractor must be qualified and is directly responsible for 100% of the contracted work including all work performed by the in-house personnel and any subcontractors. In the event the General Contractor does not “self-perform” any or all tasks within the specifications, and utilizes subcontractors, the General Contractor is directly responsible for all supervision, monitoring, and compliance with one hundred percent (100%) of meeting schedule, cost, work scope plans and specification quality in the performance of a project for the County.
- 1.3. Unless otherwise noted in specific bid documents, the General Contractor is generally responsible for all permitting, utilities coordination, management of traffic (MOT), inspections scheduling, schedule management, materials handling, and management (even if purchased directly by the County) and other coordination related to the project to ensure its successful completion.
- 1.4. The selected General Contractors’ services include, but are not limited to:
  - 1.4.1. Construction supervision/administration
  - 1.4.2. New construction
  - 1.4.3. Renovations/retrofits/remediation
  - 1.4.4. Site or utility improvements
  - 1.4.5. Complete or selective demolition
  - 1.4.6. Exploratory work to locate/identify concealed conditions
  - 1.4.7. Construction cost estimating
  - 1.4.8. Coordinating with project consultants
  - 1.4.9. Scheduling work and subcontractors in harmony with the County’s operations
  - 1.4.10. Coordination of design and engineering services per F.S. 287.017 Category 5 good faith estimate of construction cost of \$325,000.00. Not to be construed as providing services pursuant to the Consultants Competitive Negotiation Act, Florida Statue. Section 287.055.
  - 1.4.11. Hiring various trades to complete a project
  - 1.4.12. Applying for building permits
  - 1.4.13. Securing the property
  - 1.4.14. Providing temporary utilities on site
  - 1.4.15. Managing personnel on site
  - 1.4.16. Disposing and/or recycling of construction waste, monitoring schedules and cash flows, and maintaining accurate records
  - 1.4.17. Incidental layout, design and/or engineered shop drawings as necessary to complete the project and/or required by the authority having jurisdiction (AHJ)
  - 1.4.18. Minor permitting as necessary to complete the project and/or required by the authority having jurisdiction

The above list is not intended to represent the entire GC portfolio, but rather, a sample of the various responsibilities that a GC may be requested to participate in for a Collier County project.

**2. Procedures for Obtaining Work Assignments**

- 2.1. The County’s Project Manager will follow the procedure outlined below for obtaining quotes for projects with a value of \$100,000 or less:
  - 2.1.1. A quote will be requested from one (1) of the awarded Contractors on a basis that ensures a relatively even distribution of the work over the term of the contract. Previous experience working on a facility or with a particular specialty may be considered in selection provided the overall goal of a relatively even distribution of the work is still maintained. In these instances, the Division will need to provide justification.
  - 2.1.2. The GC shall respond with the information and/or proposal sought within seven (7) calendar days.
  - 2.1.3. Contractor will commence work upon the County’s issuance of a Purchase Order and Notice to Proceed. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or

termination of work

**2.2. For projects with a value of \$100,001 to \$1,000,000:**

- 2.2.1. Bid documents such as a Summary of Work, Plans and/or Technical Specifications, etc. will be provided to all of the selected contractors, along with a bid schedule for providing price. Project timeline and the collection of liquidated damages may be specified in the Request for Quotation.
- 2.2.2. The County's Project Manager will set the required response time for each project, but contractors will be given a minimum of ten (10) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. Some projects, urgent in nature, may require a shorter response schedule at the Project Manager's discretion. This period may also include a pre-bid meeting.
- 2.2.3. GC shall provide a completed bid schedule based on the quote schedule provided, including any identified unit prices and add/deduct alternates.
- 2.2.4. Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on sales tax, consumer fees or taxes, use and other similar taxes, or fees associated with any work under this Agreement.
- 2.2.5. The County's Project Manager will review all the quotes and may negotiate with the Contractor who submits the lowest quote, if outside of the budget.
- 2.2.6. All work assignments that exceed \$500,000 for any one project, will require Board approval.
- 2.2.7. Payment and Performance Bonds will be required for projects over \$200,000 and shall be provided in accordance with F.S. § 255.05.
- 2.2.8. Contractor will commence work upon the County's issuance of a Purchase Order and Notice to Proceed. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.

The County reserves the right to waive any or all of these requirements and to separately solicit any job if it's in the best interest of the County. The County reserves the right to supply all necessary parts for selected projects and repairs.

Projects exceeding the \$1,000,000 threshold will be formally solicited unless otherwise approved by the Board of County Commissioners.

**3. Procedures for Obtaining Work Assignments when FEMA financial assistance will be used to fund all or a portion of the work under a resultant Purchase Order:**

- 3.1. The County's Project Manager will follow the procedure outlined below for obtaining quotes for projects with a value of **\$10,000 or less:**
  - 3.1.1. A quote will be requested from one (1) of the awarded Contractors on a basis that ensures a relatively even distribution of the work over the term of the contract. Previous experience working on a facility or with a particular specialty may be considered in selection provided the overall goal of a relatively even distribution of the work is still maintained.
  - 3.1.2. The Contractor shall respond with the information and/or proposal sought within seven (7) calendar days.
  - 3.1.3. Contractor will commence work upon the County's issuance of a Purchase Order and Notice to Proceed. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work
- 3.2. For projects with a value over **\$10,000 and up to \$250,000, or a project not exceeding the simplified acquisition threshold amount in place at the time of the disaster**, and as set forth by the Federal Acquisition Regulation at 48 CFR subpart 2.1, whichever amount is greater:
  - 3.2.1. Bid documents such as a Summary of Work, Plans and/or Technical Specifications, etc. will be provided to all of the selected contractors, along with a bid schedule for providing price. Project timeline and the collection

of liquidated damages may be specified in the Request for Quotation.

- 3.2.2. The County's Project Manager will set the required response time for each project, but contractors will be given a minimum of ten (10) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. Some projects, urgent in nature, may require a shorter response schedule at the Project Manager's discretion. This period may also include a pre-bid meeting.
- 3.2.3. The Contractor shall provide a completed bid schedule based on the quote schedule provided, including any identified unit prices and add/deduct alternates.
- 3.2.4. Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on sales tax, consumer fees or taxes, use and other similar taxes, or fees associated with any work under this Agreement.
- 3.2.5. The County's Project Manager will review all quotes received, and **if a minimum of three responsive quotes are not received**, or if the lowest quote is outside the budget, the County may re-quote the project or formally solicit.
- 3.2.6. Payment and Performance Bonds will be required for projects over \$200,000 and shall be provided in accordance with F.S. § 255.05.
- 3.2.7. Contractor will commence work upon the County's issuance of a Purchase Order and Notice to Proceed. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.
- 3.2.8. The County reserves the right to waive any or all of these requirements and to separately solicit any job if it's in the best interest of the County. The County reserved the right to supply all necessary parts for selected projects and repairs.
- 3.2.9. **Projects exceeding \$250,000, or a project exceeding the simplified acquisition threshold amount in place at the time of the disaster, and as set forth by the Federal Acquisition Regulation at 48 CFR subpart 2.1, whichever amount is greater, will be formally solicited and publicly advertised by the County, in accordance with Procurement Ordinance, as amended. The bid opportunity will be open to qualified bidders beyond the pool of vendors awarded under the resultant agreement for this solicitation.**

The above quoting procedures and thresholds may not apply during Exigent or Emergency (E&E) Circumstances, as determined by the County. In such a situation, the County reserves the right to forego quoting procedures and issue a Purchase Order to one of the qualified Contractors under the resultant agreement to perform the work necessary to address the E&E circumstances.

#### 4. **Price Methodology**

The Contractor will be compensated for a Lump Sum, Unit Price, and Time and Material Not to Exceed (T&M NTE) work, as applicable, including material and specialty equipment markup.

For Lump Sum work, the contractor shall include all labor, material, equipment, staging, storage, coordination and all other items and efforts reasonably expected to be required to complete the entirety of the scope of work and intention of the bid documents.

All T&M NTE work will utilize a fee schedule. Fee schedule rates, which are subject to additions or deletions, will be negotiated with the awarded Contractors and will be added to the contract for utilization throughout the term of the contract.

For all T&M NTE work, Contractor(s) shall be required to provide backup documentation of the Contractor's time and proof of the subcontractor services and/or parts/materials/ equipment/rental equipment by providing invoices and receipts at the time of invoice submission. The markup for subcontractors shall not exceed 15%. The markup for materials shall not exceed 15%. The markup for rental equipment shall not exceed 15%. Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on freight, sales tax, consumer fees or taxes, use, and other similar taxes or fees associated with any work under the resultant contract.

For Unit Price work included in a bid schedule, the contractor shall include all costs associated with providing the requested item in a full and complete manner. This shall be priced to the extent that if the items quantity is increased or decreased during the course of the project, the contractor shall increase or decrease the charge for the associated item only by the amount listed as the unit price.

#### 4.1. Price Increases:

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract renewal date thereafter and submitted in writing to the Division Director of Facilities Management. Price adjustments are dependent upon the most recent 12-month Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale area, budget availability, and Facilities Director or designee approval, and cannot exceed 3% annually, whichever is less.

The Procurement Director or designee has the authority to approve price adjustments in accordance with the Procurement Ordinance, as amended. Price increase requests are not guaranteed. If approved, the Contractor will be notified in writing with the effective date of any approved price increases.

The County may, after examination, refuse to accept the adjusted rates if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted rates and the matter cannot be resolved to the satisfaction of the County, a contract termination will be processed.

### 5. General Requirements

#### 5.1. Insurance/Disaster Repairs:

For insurance related repairs/work, the Contractor may be asked to provide an itemized breakdown of materials, labor, and associated costs necessary for submittal to Risk Management.

For disaster related repairs/work, the Contractor may be asked to provide an itemized breakdown of materials, labor, and associated costs necessary for submittal to Risk Management and grant agencies to support reimbursement efforts. If FEMA related, the Contractor will be required to comply with the terms and conditions in the attached provisions and will be defined within the work assignment issued by the County as applicable.

In the event of disaster related work, Collier County reserves the right to open a purchase order with one, some or all the contractors on this contract to provide emergency repair, remediation and/or recovery services. The labor rates submitted and made part of the contract will be utilized and subcontractor and material markups will be limited to those markups described in section 3.7. Backup invoices/receipts for materials for all individual expenses over \$500.00 purchased to complete the work shall be submitted with the GC's payment application.

#### 5.2. Equipment Inventory:

The Contractor(s) shall, under no circumstances, remove any equipment containing a County asset sticker, without written authorization from the County staff. The Contractor(s) shall request that, when replacing equipment, the asset sticker be removed by an appropriate County staff member authorized to adjust equipment inventory records.

At the completion of a project, the Contractor shall provide the County an inventory of newly installed assets identifying at a minimum the equipment name, make, model, serial number, and value to facilitate the tracking and labeling of such assets.

#### 5.3. Facility Safety, Security and Standards:

The Contractor and their subcontractors are required to comply with County Ordinance 2004-52, as amended, and all future changes. Background checks are valid for five (5) years and the vendor / subcontractor shall be responsible for all associated costs. The cost of background checks is the responsibility of the General Contractor. **At all times, the Contractor and their subcontractors shall wear the assigned contractor badge while conducting work on County property.**

Work assignments must be performed in accordance with standards and guidelines set by the County's Project Manager. The Contractor(s) will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the services requested herein. Any fines levied due to inadequacies, or failure to comply with any requirements, will be the sole responsibility of the Contractor(s). Any employee or representative of the Contractor(s) found not in conformance with any laws, statutes, rules, or regulations will not be allowed on job sites. Violations by the Contractor may constitute cause for immediate termination of the Agreement. The Contractor(s) shall replace or repair any loss at their cost. The County may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property or persons through negligence of the Contractor, its subcontractors and/or its employees.

Contractor is expected to understand and comply with all applicable laws and regulations of any applicable governmental entity and Collier County CMA's, Standard Operating Procedures (SOP's) or Job Safety Analysis (JSA's) that pertain to environmental, health and safety standards and/or work practices applicable to the activities they perform.

The Contractor must agree that all work must meet or exceed the standards set forth in the Collier County Vertical Construction Standards and Collier County IT Construction Standards (if applicable) unless specifically exempted in writing by Facilities Management Division Representative or designee.

The Contractor must comply with Federal and State right-to-know laws if hazardous materials are utilized. Material Safety Data Sheets (MSDS) will be made available and provided to the County per the County Representative's direction. The Contractor is required to immediately report to the County Representative or designee any spillage or dumping of hazardous material on County property. The Contractor shall bear all costs associated with the cleanup of any such incidents.

#### **5.4. High Security Environments:**

The successful Contractor(s) will be asked to work in the Collier County Sheriff Office Correctional Facilities, Public Utilities Water and Wastewater Plants and other areas considered "high security", which require thorough background checks of personnel and tools taken into such Facilities. Additional access and logistical requirements for high security sites may be set at the Project Manager's discretion in the Summary of Work during work assignments.

#### **5.5. Warranty:**

All new equipment/parts warranty work shall be provided by the original warranty supplier. All warranty responsibility for parts or equipment previously purchased, but still under warranty will continue to be provided by the original warranty supplier until expiration of the warranty period.

#### **5.6. Extended Warranty:**

An extended warranty and/or service agreement may be purchased through the Contractor from the manufacturer without any markup being charged to the County.

#### **5.7. Express Warranties:**

Contractor shall obtain and assign to the County 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 the County that any materials and equipment furnished under the Contract 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. Contractor further warrants to the County that all materials and equipment furnished under the Contract 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.

If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract, Contractor shall correct it promptly after receipt of written notice from the County. 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, the County 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 the County is entitled as a matter of law.

#### **5.8. Trouble Calls:**

All trouble calls are initially reported to Facilities Management. If the trouble call involves a warranty item, the County Project Manager shall notify the Contractor, who will then have the responsibility of promptly placing the warranty trouble call with the warranty supplier and tracking the problem until it has been fully remedied. Maintenance of a warranty inventory list for each completed project through the warranty period and the tracking of warranty trouble calls shall be provided by the Contractor at no additional cost to the County.

#### **5.9. Parts and Fixtures:**

Parts and fixtures shall be new and warranted for a minimum of one (1) year or the standard offered by the manufacturer, whichever is greater, after acceptance of the Project. All labor for repairs shall have a minimum of ninety (90) day warranty. All call backs will be free of charge. No labor will be billed or allowable in the event defective parts were

used. An extended warranty and/or service agreement may be purchased through the Contractor from the manufacturer without any markup being charged to the County.

**5.10. Work Progress:**

The Contractor shall provide Collier County a progress report on the project summarizing work progress when requested by the Project Manager at a frequency not more than once a week.

**5.11. Compliance with County Risk Management Requirements:**

Contractors will be expected to understand and comply with all applicable laws and regulations of any governmental entity having jurisdiction. Standard Operating Procedures (SOP's) or Job Safety Analysis (JSA's) that pertain to environmental, health and safety standards and/or work practices applicable to the activities they perform. These include but are not limited to:

- Storage, handling, and use of flammable liquids and hazardous materials.
- Storage, handling, and use of compressed gas cylinders.
- Periodic safety inspections of equipment and work-site housekeeping.
- Use of fall protection while working at heights above 6 feet.
- Following electrical safety practices and lock out / tag out procedures.
- Proper use of personal protective equipment.
- Proper maintenance and use of ladders and other equipment.
- Guarding of wall and floor openings, open trenches, and excavations.

**Exhibit B**

**Fee Schedule**

following this page (pages 1 through 1 )

this exhibit is not applicable

**Exhibit B - Fee Schedule**  
#24-8200 "General Contractor Services"

<b>Category</b>	<b>Hourly Rate</b>
Senior Project Manager	\$ 217.00
Project Manager	\$ 174.00
Senior Inspector	\$ 123.00
Inspector	\$ 100.00
Senior Superintendent	\$ 150.00
Superintendent	\$ 123.00
Foreman	\$ 110.00
Skilled Labor	\$ 104.00
Unskilled Labor	\$ 82.00
Clerical/Administrative	\$ 78.00

**Exhibit C-1 PUBLIC PAYMENT BOND** this exhibit is not applicable

Bond No. \_\_\_\_\_

Contract No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as  
Principal/Contractor, located at \_\_\_\_\_

Telephone: \_\_\_\_\_ (Business Address and Telephone Number), and \_\_\_\_\_

\_\_\_\_\_, as Surety, located at \_\_\_\_\_

\_\_\_\_\_, Telephone: \_\_\_\_\_ (Business Address and Telephone Number) a duly  
organized corporation, nationally recognized surety company licensed and/or registered to engage in  
the surety business in the State of Florida and enter into agreements of surety with a resident or non-  
resident agent licensed to conduct business in the State of Florida and existing under and by virtue of  
the laws of the State of Florida, are held and firmly bound to Collier County Board of County  
Commissioners, located at 3299 Tamiami Trail East, Suite 102, Naples, FL 34112-5746, Telephone:  
(239) 252-8999 as Obligee in the sum of \_\_\_\_\_\_\_\_\_\_, (\$ \_\_\_\_\_), this includes allowance, lawful money  
of the United States of America, for the payment of which, well and truly be made to the Obligee. The  
Principal/Contractor and the Surety bind themselves and each of their heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents as follows: \_**WHEREAS**, Principal/Contractor has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_  
, 20\_\_ with Obligee for \_\_\_\_\_ (Project) with the Obligee, to  
furnish at Principal/Contractor's own cost, charges, and expense all the necessary materials,  
equipment, and/or labor, in strict and express accordance with the Contract, which Contract and all  
exhibits, is made a part of this Bond as fully and completely as if said Contract were set forth herein,  
is referred to as the Contract.**NOW, THEREFORE**, the conditions of this obligation are such that, the above bounded  
Principal/Contractor shall promptly make payments to all persons supplying materials, equipment,  
services and/or labor used directly or indirectly by said Principal/Contractor or subcontractors in the  
prosecution of the work provided for in the Contract in accordance with Sections 255.05 or 713.23,  
Florida Statutes; then this obligation shall be null and void and of no further force and effect; otherwise  
to remain in full force and effect;**AND**, the said SURETY for value received, hereby stipulates and agrees that no change involving any  
extension of time, or addition to the terms of the Contract or to the services to be performed, or  
materials to be furnished thereunder, shall effect said obligation of the SURETY on this bond, and the  
SURETY does hereby waive notice of any such changes, extension of time, alterations, or additions  
of the terms of the Contract, or to the work, or to the scope of services, or any other changes,

compliance or noncompliance to the terms of the Contract as to the work or scope of services. The Surety agrees that modifications and changes to the terms and conditions of the Agreement that increase the total amount to be paid the Contractor shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation. Claimant shall give written notice to the Principal/Contractor and to the SURETY as requested by Sections 255.05 or 713.23, Florida Statutes. Any actions against the Principal/Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23, Florida Statutes.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto 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)

Attest:

\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) \_\_\_\_\_ (type of identification) (as identification) and (did/did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed,  
Printed or Stamped

this exhibit is not applicable

**EXHIBIT C-2  
PUBLIC PERFORMANCE BOND**

Bond No. \_\_\_\_\_ Contract No. \_\_\_\_\_  
 KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as  
 Principal/Contractor, located at \_\_\_\_\_,  
 Telephone: \_\_\_\_\_ (Business Address and Telephone Number), and \_\_\_\_\_,  
 \_\_\_\_\_, as Surety, located at \_\_\_\_\_,  
 Telephone: \_\_\_\_\_ (Business Address and Telephone Number) a duly organized  
 corporation, nationally recognized surety company licensed and/or registered to engage in the surety  
 business in the State of Florida and enter into agreements of surety with a resident or non-resident agent  
 licensed to conduct business in the State of Florida and existing under and by virtue of the laws of the State  
 of Florida, are held and firmly bound to Collier County Board of County Commissioners, located at 3299  
 Tamiami Trail East, Suite 102, Naples, FL 34112-5746, Telephone: (239) 252-8999 as Obligee in the sum  
 of \_\_\_\_\_ (\$ \_\_\_\_\_  
 \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly  
 be made to the Obligee. The Principal/Contractor and the Surety bind themselves and each of their heirs,  
 executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as  
 follows: In the event of a default by the Principal/Contractor, the Surety shall assume all obligations of the  
 Principal/Contractor under the Contract including providing the required scope of services set forth in the  
 Contract assuming all warranties, providing all as built drawings, meeting all indemnification and insurance  
 requirements, payment of royalties and license fees, providing for the safety of persons and property and  
 all other obligations of the Principal/Contractor under the Contract.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ with  
 Obligee for \_\_\_\_\_ (Project) with the Obligee, to furnish at  
 Principal/Contractor own cost, charges, and expense all the necessary materials, equipment, and/or labor,  
 in strict and express accordance with the Contract, which Contract and all exhibits, is made a part of this  
 Bond as fully and completely as if said Contract were set forth herein, is referred to as the Contract.

**NOW THEREFORE, THE CONDITION OF THIS BOND** and obligation is such that, the above bonded  
 Principal/Contractor shall in all respects fully, promptly, and faithfully comply with the terms and conditions  
 of the Contract, including all exhibits, and shall indemnify and save harmless the Obligee against and from  
 all costs, expenses, damages, including but not limited to damages for delay due to the  
 Principal/Contractor's default, attorney's fees, including appellate proceedings, injury, or loss of which said  
 Obligee may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure  
 to petition within the prescribed time, delay or default, including patent infringements, on the part of said  
 Principal/Contractor, its agents, or employees, in the execution or performance of the Contract; then this  
 obligation shall be void; otherwise, to remain in full force and effect for the term of the Contract, including  
 any and all guarantee periods as specifically mentioned in the Contract;

**AND**, 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 and service to be performed hereunder,

or materials to be furnished thereunder or the specifications referred to therein shall in anywise affect the Surety's obligations under this bond, and the Surety does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract, or to the scope of services including the work, or to work or to the specifications to be provided by the Principal/Contractor or any other changes, compliance or noncompliance to the terms of the Contract as to the scope of services. The Surety shall be responsible for delay, damages or liquidated damages due to Principal/Contractor's default and consequential damages for Surety's failure to fulfill its responsibilities as set forth herein. The Surety agrees that modifications and changes to the terms and conditions of the Agreement that increase the total amount to be paid the Contractor shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

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. Any suit under this bond must be instituted within five years from the date Obligee obtained actual knowledge of the cause of action.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the name and corporate seal of each corporate party being hereto 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.: \_\_\_\_\_



this exhibit is not applicable

**EXHIBIT D**  
**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 it's subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated \_\_\_\_\_, 20\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. 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

\_\_\_\_\_

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

ITS: \_\_\_\_\_

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

[Corporate Seal]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Commissioner No.: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

this exhibit is not applicable

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







**Collier County**  
Procurement Services

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

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

Project Manager Name:  Division Name:

Original Contract/Work Order Approved Amount (excluding Owner's Allowance)	BCC Approved Date & Agenda Item:
Original Approved Owner's Allowance	
Current Contract / Work Order Approved Amount	
Dollar Amount of this Change	
Revised Contract / Work Order Total	
Total Cumulative Changes (Including all change orders)	

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)

Check if applicable:  Per Florida Statute 218.755 Prompt processing of change orders: For any contract for construction services entered on or after July 1, 2025, the local governmental entity must approve or deny the price quote and send written notice of that decision within 35 days after receipt of such quote.

Quote Date of Receipt  Response Due Date (35 days from Date of Receipt)

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 (Include Affidavit Regarding Labor and Services);  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:			

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

CAO



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

**FOR PROCUREMENT USE ONLY**

FY \_\_\_\_\_ CO Request # \_\_\_\_\_ PUR-\_\_\_\_\_

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**

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, Chairman

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

Agenda # \_\_\_\_\_

(SEAL)

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Print Name

EXHIBIT F-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:	Method of determining change in Contract Times:
<input type="checkbox"/> Unit Prices	<input type="checkbox"/> Unit Prices
<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Lump Sum
<input type="checkbox"/> Other	<input type="checkbox"/> Other

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

Estimated change in Contract Time:

\$

Increase or decrease by calendar days.

RECOMMENDED:

AUTHORIZED:

By:  
Engineer

By:  
OWNER's Representative

\*An itemized cost proposal(s)/quote(s) shall be submitted with the Change Order.

this exhibit is not applicable

**EXHIBIT G-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 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. 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**

A Contractor generated punch list of items to be completed or corrected is attached (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 of those costs substantiated by the Schedule of Values. A final Punch List, Exhibit G-3 ("Punch List") will be developed, by the Owner and Contractor, with the Owner having the final say on the items included on the Punch List. The Punch List must include all items required to render the Project complete, satisfactory, and acceptable. 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 Punch List must be completed or corrected by CONTRACTOR within 30 days from the delivery date of the Punch List 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](mailto: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

This exhibit is not applicable

**EXHIBIT G-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 H 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 Completion 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

This exhibit is not applicable

**EXHIBIT G-3 PUNCH LIST FORM**

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

Delivery Date of Punch List from Owner to Contractor: \_\_\_\_\_  
 (date of final Punch List).

Final Completion Date: \_\_\_\_\_  
 (30 days from the delivery of Punch List for projects to cost less than ten million dollars)  
 (45 days from the delivery of Punch List for projects to cost more than ten million dollars)

This exhibit is not applicable

Exhibit G-4 Final Payment Checklist

**EXHIBIT G-4  
FINAL PAYMENT CHECKLIST**

Bid No.: \_\_\_\_\_ Project No.: \_\_\_\_\_ Date: \_\_\_\_\_, 20

Contractor:

The following items have been secured by the \_\_\_\_\_  
for the Project known as \_\_\_\_\_

\_\_\_\_\_ and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Substantial Completion Time as set forth in the Agreement: \_\_\_\_\_ Calendar Days.

Actual Date of Substantial Completion: \_\_\_\_\_.

Final Completion Time as set forth in the F-3 Punch List: \_\_\_\_\_ Calendar Days.

Actual Final Completion Date: \_\_\_\_\_.

YES	NO	
_____	_____	1. All Punch List items completed on _____
_____	_____	2. Warranties and Guarantees assigned to Owner (attach to this form).
_____	_____	3. Effective date of General one-year warranty from Contractor is: _____
_____	_____	4. 2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
_____	_____	5. As-Built drawings obtained and dated: _____
_____	_____	6. Owner personnel trained on system and equipment operation.
_____	_____	7. Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
_____	_____	8. Certificate of Substantial Completion issued on _____
_____	_____	9. Final Payment Application and Affidavits received from Contractor on _____
_____	_____	10. Consent of Surety received on _____
_____	_____	11. Operating Department personnel notified Project is in operating phase.
_____	_____	12. All Spare Parts or Special Tools provided to Owner: _____
_____	_____	13. Finished Floor Elevation Certificate provided to Owner: _____
_____	_____	14. Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.

Acknowledgments:

By Contractor: \_\_\_\_\_ (Company Name)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Typed Name & Title)

By Design Professional: \_\_\_\_\_ (Firm Name)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Typed Name & Title)

By Owner: \_\_\_\_\_ (Department Name)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Name & Title)

this exhibit is not applicable

**EXHIBIT H**

**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 Final 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 FINAL 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.*

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

\_\_\_\_\_  
CONTRACTOR

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

Attest: \_\_\_\_\_

**EXHIBIT I**  
**AFFIDAVIT REGARDING LABOR AND SERVICES**  
**AND CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Effective January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the government with an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Effective July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). § 287.138, Florida Statutes.

Nongovernmental Entity's Name:	Capital Contractors LLC
Address:	9010 Strada Skill Ct, Suite 108, Naples, FL
Phone Number:	239.273.8894
Authorized Representative's Name:	Adam Ahmad
Authorized Representative's Title:	Managing Member
Email Address:	adam.ahmad@capitalenr.com

I, Adam Ahmad (Name of Authorized Representative), as authorized representative attest under penalty of perjury that Capital Contractors (Name of Nongovernmental Entity) does not: (1) use coercion for labor or services as defined in § 787.06, Florida Statutes, and (2) the nongovernmental entity is not (a) owned by a government of a foreign country of concern, (b) that a foreign country of concern does not have a controlling interest in the entity, and (c) that the entity is not organized under the laws of or has its principal place of business in a foreign country of concern, all as prohibited under § 287.138, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

[Signature] (Signature of authorized representative) Date 10/16/25

STATE OF Florida  
 COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization this 17<sup>th</sup> day of October, 2025, by Adam Ahmad (Name of Affiant), who produced his Florida Driver's License as identification.

[Signature]  
 Notary Public  
10-13-2029  
 Commission Expires

 VICTOR NGUYEN  
 Commission # HH 721780  
 Expires October 13, 2029

Personally Known  OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

## Exhibit J- 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 herein 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 If the Work is projected to take more than one month (30 days), the Contractor, within ten (10) calendar days after the issuance of a Notice to Proceed, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein the "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.

3.2 If the work is projected to take more than one month (30 days), 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. For Projects taking more than one month (30 days), 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 and no overtime reimbursement is authorized for work performed under this agreement.

#### 4. COMPLETION.

##### Substantial Completion and Development of the Punch List

4.1 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:

4.2 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.

4.3 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.

4.4 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:

4.5 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 Punch List document (Exhibit G-3 Punch List Form, the "Punch List"). 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.

4.6 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.

4.7 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 (if applicable) and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4.8 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

## 5. The Punch List

### 5.1 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 developed within thirty (30) Days after the Substantial Completion date and delivered to the Contractor five (5) days thereafter.

c. 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), and delivered to the Contractor five (5) days thereafter.

d. 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. Warranty items may not affect the final payment retainage as provided herein. Owner is not required to pay or process any payment request for retainage if the Contractor has failed to cooperate with Owner in the development of the list or failed to perform its contractual responsibilities with regard to the development of a list or if Section 255.078(3), F.S., applies.

e. 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.

f. 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.

### 5.2 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 G-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), F.S.

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, F.S., or otherwise the subject of a claim or demand by the Owner or Contractor.

## **6. 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.

c. After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit G-2 for the Work.

## 7. Application for Final Payment

a. After the Certificate of Final Completion, Exhibit G-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 D, as well as a duly executed copy of the Surety's consent to Final Payment (if applicable) 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 D.
- (3) Consent of surety to Final Payment (If applicable).
- (4) Receipt of the Final Payment Check list, Exhibit G-4.
- (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, 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-4.

## 8. 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 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 (if applicable) 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.

this exhibit is not applicable

## EXHIBIT K

### Florida Trench Safety Act Certification and Disclosure Statement

The undersigned Contractor/Bidder acknowledges and will comply with the requirements of the Florida Trench Safety Act, Section 553.60 et. seq., Florida Statutes (hereafter the "Act"), as amended.

A. The Contractor/Bidder further acknowledges that the Act establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650, Subpart P, including all subsequent revisions or updates to those standards as adopted by the Department of Employment Security, or any successor agency. The State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions, to which Contractor/Bidder agrees it shall adhere.

B. By submission of its bid and the subsequent execution of the Agreement to provide construction services, the Contractor/Bidder certifies that all trench excavation done within its control shall be accomplished in strict adherence with all excavation/trench safety standards.

C. The Contractor/Bidder also agrees that it has obtained or will obtain identical certification from its proposed Subcontractors that will perform trench excavation work prior to its award of the subcontracts and that Contractor/Bidder will retain such certifications in its files for a period of not less than three years following final acceptance.

D. The Contractor/Bidder shall consider all available geotechnical data available and all other relevant information in its design of the trench excavation safety system. The Contractor/Bidder acknowledges sole responsibility for the selection of the data on which it relies in designing the trench excavation safety system.

E. Contractor/Bidder acknowledges and certifies that it has set forth and includes the below listed excavation/trench safety measures and the linear feet of trench excavated under each safety measure. Those units, costs, and unit values are disclosed solely for the purpose of compliance with the procedural requirements of the Act. The amounts disclosed as the cost of compliance with the requirements of the Act does not constitute the extent of the Contractor/Bidder's obligation to comply with the trench safety standards. The Contractor/Bidder shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act. No adjustment to the contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in the Contract Documents.

F. Acceptance of the bid and award of the Agreement to which this certification and disclosure statement applies in no way represents that the County or its representatives have evaluated and thereby determined that the below costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor/Bidder of its sole responsibility to comply with the applicable trench safety requirements.

Trench Safety Measure (Description)	Units of Measure (LF/SY)	Unit (Quantity)	Unit Cost	Extended Cost
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
TOTAL \$				_____

I, \_\_\_\_\_ (print name) declare under penalty of perjury under the laws of the State of Florida that I have read and understand the contents of the foregoing, that it is true and correct, and acknowledge, affirm and make this certification on behalf of the Contractor/Bidder.

Contractor/Bidder: \_\_\_\_\_  
 Name of Company/Entity

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Contract Provisions and Assurances

Description: Federal Contract Provisions and Assurances

following this page (pages 1 through 13 )

this exhibit is not applicable

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**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 County 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.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- 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
- FEMA Public Assistance Program and Policy Guide

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**Access to Records:** 1) 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.

**Buy Clean:** The County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the County encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

**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 County must obtain written permission from Department of Homeland Security prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. 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.

**Domestic Preference for Procurements:** The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

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.

**Build America, Buy America Act (BABAA):** FEMA Public Assistance Funding is not subject to Buy America preference pursuant the following guidance: [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#)

**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

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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.

**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.

**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: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) Reporting requirement.

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(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 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.

**Providing Good, Safe Job to Workers:** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

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

**Socioeconomic Contracting:** The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible. Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**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

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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.

Contractors must sign and submit a debarment certification to the County with each bid or offer. See Certifications and Assurances and the end of this document.

**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 — a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) 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.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

**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 more than \$100,000 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 County who in turn will forward the certification(s) to the federal agency.

Contractors must sign and submit a lobbying 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 (CWHSSA) (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).

**Compliance with the Contract Work Hours and Safety Standards Act.**

(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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

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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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 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 (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

- (i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its reprocurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part."

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

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must 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 workers during working hours on the job."

**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.

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**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 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,

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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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

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**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 Capital Contractors, LLC

Date 2/4/2025

Authorized Signature

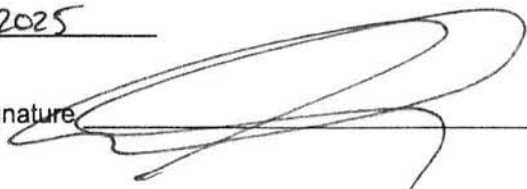


EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

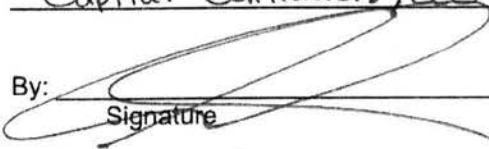
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

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

Capital Contractors, LLC

By: 

Signature

Adam Ahmad, Managing Member

Name and Title

9010 Strada Stell Ct, Ste 108

Street Address

Naples, FL, 34109

City, State, Zip

081181106

UEI Unique Entity Identifier (for SAM.gov verification)

2/4/2025

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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																	
Capital Contractors, LLC		F.S. 119.071(5)(a)		TBD																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN? <input type="radio"/> Y <input checked="" type="radio"/> N DBE? <input checked="" type="radio"/> Y <input type="radio"/> N MBE? <input checked="" type="radio"/> Y <input type="radio"/> N WBE? <input type="radio"/> Y <input checked="" type="radio"/> N SDB SA? <input type="radio"/> Y <input checked="" type="radio"/> N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? <input checked="" type="radio"/> Y <input type="radio"/> N CONSULTATION? <input type="radio"/> Y <input checked="" type="radio"/> N OTHER? <input type="radio"/> Y <input checked="" type="radio"/> N																	
IS THIS SUBMISSION A REVISION?		Y <input type="radio"/> N <input checked="" type="radio"/>		IF YES, REVISION NUMBER _____																	
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																
TOTALS																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
Adam Ahmad		2/4/2025		Managing Member																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
Adam.Ahmad@capitalenr.com		(239) 273-8894																			
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.																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>		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				
ETHNICITY	CODE																				
Black American	BA																				
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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 # (FB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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

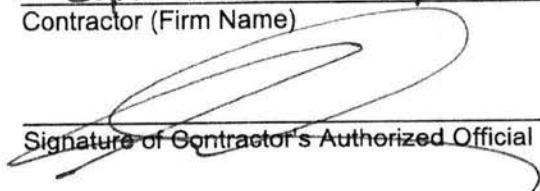
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Capital Contractors, LLC  
Contractor (Firm Name)

  
Signature of Contractor's Authorized Official

Adam Ahmad, Managing Member  
Name and Title of Contractor's Authorized Official

2/4/2025  
Date