

**MULTI-CONTRACTOR AWARD AGREEMENT**

# 21-7885

**for**

Beach Maintenance Related Activities

**THIS AGREEMENT**, made and entered into on this 8 day of March 2022, by and between Earth Tech Enterprises, Inc., authorized to do business in the State of Florida, whose business address is 6180 Federal Court, Ft. Myers, Florida 33905, (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 three ( 3 ) year period, commencing  upon the date of Board approval; ~~or  on \_\_\_\_\_~~, and terminating three ( 3 ) 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 one ( 1 ) 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 his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term 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 of Qualification ( IFQ ) # 21-7885, 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 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.

The procedure for obtaining Work under this Agreement is outlined in  Other Exhibit/Attachment: \_\_\_\_\_

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 for time and materials 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".

The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of \_\_\_\_\_ (\$ \_\_\_\_\_), per County fiscal year, based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and the Price Methodology as defined 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".

#### 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 not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

12/20

**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.

4.5  **Travel and Reimbursable Expenses:** ~~Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

Reimbursements shall be at the following rates:

|                           |   |
|---------------------------|---|
| Mileage                   | \$0.44.5 per mile   |
| Breakfast                 | \$6.00  |
| Lunch                     | \$11.00   |
| Dinner                    | \$19.00   |
| Airfare                   | Actual ticket cost limited to tourist or coach class fare                                     |
| Rental car                | Actual rental cost limited to compact or standard size vehicles                               |
| Lodging                   | Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night |
| Parking                   | Actual cost of parking  |
| Taxi or Airport Limousine | Actual cost of either taxi or airport limousine   |

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

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: Earth Tech Enterprises, Inc.  
Address: 6180 Federal Court  
Fort Myers, Florida 33905

Authorized Agent: Christopher Gehring  
Attention Name & Title: \_\_\_\_\_  
Telephone: (239) 774-1223  
E-Mail(s): Butch@earthtechenterprises.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 Director: Trinity Scott, Interim Director  
Division Name: Capital Project Planning, Impact Fees, and Program Management

Address: 2685 South Horseshoe Drive, Unit 103  
Naples, Florida 34104

Administrative Agent/PM: Andrew Miller, P.E.  
Telephone: (239) 252-2922  
E-Mail(s): Andrew.Miller@colliercountyfl.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; 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.

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.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
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. 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.  **Watercraft:** \$ 1,000,000 Per Occurrence.

E.  **United States Longshoreman's and Harborworker's Act:** Coverage shall be maintained where applicable to the completion of the work \$ 1,000,000 Per Occurrence.

F.  **Maritime Coverage (Jones Act):** Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence.

F.  **Pollution** \_\_\_\_\_: Coverage shall have minimum limits of \$ 1,000,000 per claim.

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 Capital Project Planning, Impact Fee & Program Management.
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 as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s),  Exhibit A Scope of Services,  Exhibit B Fee Schedule,  RFP/  ITB/ Other Invitation of Qualification (IFQ) #21-7885, 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 - Form of Contract Application for Payment,  Exhibit F - Change Order,  Exhibit G - Certificate of Substantial Completion,  Exhibit H -Certificate of Final Completion,  ~~Exhibit I - Warranty~~, and  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; 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:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Division of Communications, Government and Public Affairs  
3299 Tamiami Trail East, Suite 102**



**Naples, FL 34112-5746**  
**Telephone: (239) 252-8999**  
**Email: PublicRecordRequest@colliercountyfl.gov**

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages 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 Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall reach final completion and be ready for final acceptance by Owner within the time specified in the Request for Quotation/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; however, for Work in excess of thirty (30) days, the Contractor may request to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit "D" as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit "E."
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.

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

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.

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.
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. **COMPLETION.** When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Owner in writing that the entire Work (or such designated portion) is substantially complete and request that Owner issue a Certificate of Substantial Completion. Within a reasonable time thereafter, Owner and Contractor shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, the Owner shall notify Contractor in writing giving the reasons therefor.

If Owner considers the Work (or designated portion) substantially complete, Owner shall prepare and deliver to Contractor a Certificate of Substantial Completion, Exhibit G, which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment.

Owner shall have the right to exclude Contractor from the Work and Project site (or designated portions thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Owner will make such inspection and, if Owner finds the Work acceptable and fully performed under the Contract Documents, Owner shall promptly issue a Certificate of Final Completion, Exhibit H, recommending that on the basis of Owner's observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Final payment shall not become due and payable until Contractor submits:

- A. The Release and Affidavit in the form attached as Exhibit "D."
- B. Consent of Surety (if applicable) to final payment.
- C. If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.
- D. The warranty in the form attached as Exhibit "I".



Owner reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the Owner is completely satisfied, the final payment shall not become due and payable.

35.  **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.~~

~~Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.~~

~~If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from 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. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.~~

36. **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.
37. **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.
38. **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.
39. **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.



40.  **KEY PERSONNEL.** ~~The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

**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.

41.  **ORDER OF PRECEDENCE.** ~~In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.~~

**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.

42. **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.

43. **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@colliergov.net) 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.

44.  **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.

*(Intentionally left blank -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:

Crystal K. Kinzel, Clerk of Court & Comptroller

By: *[Signature]*

Dated: March 10, 2022  
(SEAL) Attest as to Chairman's signature only.

Contractor's Witnesses:

*[Signature]*

Contractor's First Witness

BERNARD MCGOVERN  
↑Type/print witness name↑

*[Signature]*

Contractor's Second Witness

SCOTT KEIRSKIE  
↑Type/print witness name↑

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *[Signature]*

William L. McDaniel, Jr., Chairman

Earth Tech Enterprises, Inc.

Contractor

By: *[Signature]*

Signature  
CHRISTOPHER GEHRING - PRESIDENT  
↑Type/print signature and title↑

Approved as to Form and Legality:

*[Signature]*

Deputy County Attorney

Scott R. Tench  
Print Name





**Exhibit A**

**Scope of Services**

- following this page (pages   1   through   3  )
- this exhibit is not applicable



Invitation for Qualification (IFQ) # 21-7885 “Beach Maintenance Related Activities”

**EXHIBIT A**

**SCOPE OF SERVICES**

**BACKGROUND**

The purpose of this solicitation is to provide cleaning and other various beach and waterway services to County beaches and grounds in various nuisance situations such as seaweed, red tide, or fish kill events, and inlet sedimentation shoaling buildups that are beyond the capacity of County staff. The maintenance activities associated with this contract will include but not be limited to escarpment removal, beach tilling, debris removal, waterway channel cleanups, beach grading and “urgent” mechanical dredging events to shoaling channel inlets.

**DETAILED SCOPE OF WORK**

This Scope of Services is intended to provide the information by which Contractors may understand the requirements of Collier County relative to one (1) or more Contractors providing labor and equipment to perform maintenance activities on the beaches and waterways in Collier County including, but not limited to, Vanderbilt Beach, Park Shore, the City of Naples, and the City of Marco Island.

The County’s intent is to award to a pool of Contractors who meet the minimum criteria and qualifications. At a minimum awarded Contractor must possess a State of Florida General Contractor or Marine Contractor license. All work performed will meet or exceed County Utility Technical Standards, see link below:

**<https://www.colliercountyfl.gov/your-government/divisions-f-r/public-utilities-planning-and-project-management/utilities-standards-manual>**

The Contractor will provide beach maintenance consisting of, but not be limited to, the following:

**1. ESCARPMENT REMOVAL:**

The formation of ridges which interfere with marine turtle nesting or which exceed eighteen (18”) inches in height for a distance of one hundred (100’) feet or more shall be mechanically leveled to the natural beach contour. The use of a road grader is the preferred method for performing this function.

**2. BEACH TILLING:**

The Contractor may till the beach in preparation for sea turtle nesting seasons, and beach renourishment related project areas between the seaward edge of vegetation/seawall line and the mean high water line (approximate elevation, 1.7 NGVD) with equipment operated so as to penetrate and loosen beach sand (a) to a depth of twenty-four (24) to thirty-six (36”) inches and (b) laterally without leaving unloosened compacted sand between the adjacent paths of tines or penetrating part of the equipment. (Suitable equipment is Caterpillar D9L/No. 9 Adjustable Parallelogram Multishank Ripper, or equal or a combination of suitable equipment for the intended work.) Upon completion of any tilling, the beach shall be evenly dragged to remove any ruts created by the tilling process for a uniformed surface.

**3. DEBRIS REMOVAL:**

After certain storm events, it may be necessary to remove excess debris which cannot be removed by the routine beach cleaning operation. Debris removal will also include red-tide (fish kill) events. Such may involve the use of front-end loaders (w/root rake), backhoes, skidders, dump trucks and labor as required.

**4. BEACH GRADING:**

Following activities such as debris removal, it may be necessary to perform certain beach grading to remove tire ruts and restore changes to the natural beach contour as a result of those activities. The use of a large box blade (minimum width of twelve (12) feet) or other similar equipment is preferred for performing this function.

**5. CHANNEL & WATERWAYS:**





## Invitation for Qualification (IFQ) # 21-7885 "Beach Maintenance Related Activities"

In storm related events, such as red tide (fish kills) or other related catastrophes of any sort, there are instances where county staff cannot provide the level of required services to remove debris, the Contractor shall provide the required labor and equipment to assist as needed to remove debris and dead fish kill.

### 6. **MECHANICAL "URGENT" DREDGING:**

There are occasions when large accumulation of sedimentation buildup and shoaling will occur during storm events at the mouth of channel inlets causing restricted navigational conditions and boats running aground; in such conditions the Division will need to mechanically dredge the channel inlet as a matter of life and safety conditions. In such instances the Contractor will utilize a barge and extended long-reach excavator to remove the sand accumulation and place in an approved permitted nearshore or upland disposal area.

### 7. **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.

### 8. **PILE INSTALLATIONS:**

The Contractor may install specified pilings in the designated location of the channel ways situated throughout Collier County for navigational signage as required. The piles will be provided by the County consisting of either fiberglass grade materials or marine grade timber. The pilings shall be jetted at a minimal depth of embedment to support navigational aide and signage as required and provided by the county.

### 9. **PROCEDURES FOR DISTRIBUTION OF WORK:**

All awarded Contractors are expected to submit quotes for each Request of Quotation that will be issued under the resultant contract, for the duration of the contract. Repeatedly failing to submit a quote, when requested, may result in the removal of the awardee from the contract pool.

#### **Procedures for projects with a value of up to \$1,000,000 are as follows:**

1. Quotations shall be solicited from all the awarded Contractors. Completion time and the collection of liquidated damages may be specified in the request for quotation.
2. Contractor may respond with the quote within ten (10) business days. The County's Project Manager or designee will review all quotes received by the given due date and may negotiate with the Contractor who submits the lowest quote, if outside the budget.
3. Performance and Payment Bonds are applicable for projects over \$200,000.
4. Any project over \$500,000 must be presented to the Board of County Commissioners for approval.

### 10. **ON-CALL URGENT SERVICES:**

Urgent work shall be defined as any work that is not scheduled.

Urgent work will be completed on a rotating schedule with one (1) Contractor designated for a one (1) week period. Each awarded Contractor shall supply all County departments utilizing the resultant contract with a minimum of two (2) twenty-four (24) hour urgent contact phone numbers. All Contractors must participate in the urgent work rotation, which will be equally divided among the awarded Contractors. The annual schedule will be developed at a meeting with all awarded Contractors at the beginning of the contract term, and annually thereafter. The Contract Administrator or designee will manage and maintain rotation schedules on a basis that ensures a relatively even distribution of the work.

Urgent requests must be acknowledged and on site with a County designee within twenty-four (24) hours to evaluate the job, crews and equipment. Contractor must provide a Time and Materials Not to Exceed (T&M NTE) quote within 24 hours of the visit and also provide a schedule to complete required repairs. If maintenance



## Invitation for Qualification (IFQ) # 21-7885 "Beach Maintenance Related Activities"

of traffic (MOT) is needed, the contractor shall have three (3) hours from the quote submittal to set up MOT. The County may require the Contractor to secure work area via a temporary repair. Should a Contractor fail to respond to an urgent call the next Contractor in rotation shall be contacted. Any failure to provide coverage by a Contractor, may be subject to termination.

Urgent services may be required after a hurricane or other natural disaster event. The County reserves the right to request services from contractors outside of the awarded contract, during a declared local state of emergency.

### 11. INVOICES:

All T&M NTE work assignments will utilize a fee schedule for labor/parts/equipment. 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. For all T&M NTE work, Contractor(s) shall be required to provide backup documentation of Contractor's time and proof of the subcontractor services and/or parts/materials/supplies/equipment by providing invoices and receipts at the time of invoice submission. Ancillary charges may be transferred to the County in the actual amount, mark-ups will not be allowed. Mark-ups will not be allowed on sales tax.

Awarded Contractors agree to the following, as it pertains to markups and labor rates on T&M NTE work:

1. The mark-up on rental equipment shall not exceed 10%.
2. The mark-up on materials shall not exceed 10%.
3. The mark-up on subcontractors shall not exceed 15%. A copy of the Subcontractor invoice must be provided.
4. The labor rates provided by the Contractor are to be fully burdened to include overhead, insurance, profit and use of company owned small tools and equipment.

### 12. RATE INCREASES:

The Contractor may request a rate increase annually (Three hundred sixty-five (365) calendar days from contract commencement month/day). Retroactive rate adjustments are not authorized.

1. Submit rate increase requests in writing via email to the Division Contract Administrator for consideration. Rate increase requests review and approval may take up to thirty (30) days to complete.
2. The Contractor shall provide supporting documentation justifying rate increases (examples: supplier material agreements, proof of fuel increases, etc.).
3. The Contract Administrator shall conduct a rate analysis to determine if rate increases are fair and reasonable.
4. During the review process, the Contractor shall continue to fill all purchase orders received at the current contract rates
5. The Procurement Director has the authority to approve or deny rate increases.
6. Rate increase requests are not guaranteed. If approved, the Contract Administrator or designee will notify the Contractor in writing with the effective date of any approved rate increases and in accordance Procurement Ordinance, as amended.

### 13. GRANT COMPLAINT:

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

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





**Exhibit B**

**Fee Schedule**

following this page (pages 1 through 1 )

this exhibit is not applicable



## EARTH TECH ENTERPRISES, INC.

| T & M RATES FOR EMERGENCY WORK ONLY                          |   |                 |            |
|--|---|-----------------|------------|
| Line #   | Description (All rates are inclusive of equipment with operator and mobilization) | Unit of Measure | Total      |
| 1  | Backhoe ( mini excavator)   | Hourly          | \$95.00    |
|  | Backhoe ( mid size excavator)   | Hourly          | \$135.00   |
|  | Backhoe ( large excavator)  | Hourly          | \$195.00   |
| 2  | Dump Truck ( with driver)   | Hourly          | \$85.00    |
| 3  | Tractor with Box Blade  | Hourly          | \$95.00    |
| 4  | Loader  | Hourly          | \$115.00   |
| 5  | Tilling   | ACRE            | \$800.00   |
| 6  | Grader  | Hourly          | \$125.00   |
| Additional T & M Rates and Equipment for Emergency Work Only |   |                 |            |
| 7  | Equipment Operator  | Hourly          | \$35.00    |
| 8  | Foreman (with truck)  | Hourly          | \$45.00    |
| 9  | Project Manager   | Hourly          | \$85.00    |
| 10   |   |                 |            |
| 11   | Equipment Mobilization  | EACH            | \$500.00   |
| 12   | Equipment Mobilization -tilling   | EACH            | \$1,500.00 |
| 13   |   |                 |            |
| 14   |   |                 |            |
| 15   |   |                 |            |
| 16   |   |                 |            |
| 17   |   |                 |            |
| 18   |   |                 |            |
| 19   |   |                 |            |
| 20   |   |                 |            |
| 21   |   |                 |            |
| 22   |   |                 |            |



01/04/2022

Collier County Procurement Services Division  
3295 Tamiami Trail E, C-2  
Naples, FL 34112

Principal: Earth Tech Enterprises, Inc.  
Bond #:  
Project:

Please accept this letter as authorization to date the referenced bonds and power of attorney concurrent with the contract date. Please forward a copy of the dated bonds and power of attorney to our office via email to [Info@FLSuretyBonds.com](mailto:Info@FLSuretyBonds.com).

Please call our office with any questions.

Respectfully,  
Smith Insurance & Bonds



Matthew T. Smith  
Attorney in Fact for Surety



SURETY BOND & COMMERCIAL INSURANCE EXPERTS  
[FLSuretyBonds.com](http://FLSuretyBonds.com) | 239.243.9729 | 866.976.2185  
5250 Summer in Caminos Way, Suite 302 | Fort Myers, FL 33907



**Exhibit C-1**

this exhibit is not applicable

**PUBLIC PAYMENT BOND**

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

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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





Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses as to Principal

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me 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.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_

ATTEST:

SURETY:  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
Witness as to Surety

OR



\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me 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.

My Commission Expires:

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

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

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

Commission No.: \_\_\_\_\_





this exhibit is not applicable

**EXHIBIT C-2  
PUBLIC PERFORMANCE BOND**

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

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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



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

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

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

Signed, sealed and delivered  
in the presence of :

PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_

Witnesses as to Principal

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me 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.

My Commission Expires:

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

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

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

Commission No.: \_\_\_\_\_





ATTEST:

\_\_\_\_\_

Witness as to Surety

\_\_\_\_\_

Witnesses

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.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

SURETY:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

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

Name: \_\_\_\_\_  
(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 its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated \_\_\_\_\_, 20\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

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

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

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

CONTRACTOR

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

[Corporate Seal]

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.

My Commission Expires:

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

NAME: \_\_\_\_\_  
(Legibly Printed)

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

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

(AFFIX OFFICIAL SEAL)







this exhibit is not applicable

**EXHIBIT F  
CHANGE ORDER**

Contract Modification

Work Order Modification

Contract #:  Change #:  Purchase Order #:  Project #:

Contractor/Firm Name:  Project Name:

Project Manager Name:  Department:

|                                     |                      |         |   |
|-------------------------------------|----------------------|---------|---|
| Original Contract/Work Order Amount | <input type="text"/> |         | Original BCC Approval Date; Agenda Item # |
| Current BCC Approved Amount         | <input type="text"/> |         | Last BCC Approval Date; Agenda Item #     |
| Current Contract/Work Order Amount  | <input type="text"/> |         | SAP Contract Expiration Date (Master)     |
| Dollar Amount of this Change        | <input type="text"/> | #DIV/0! | Total Change from Original Amount         |
| Revised Contract/Work Order Total   | \$ 0.00              | #DIV/0! | Change from Current BCC Approved Amount   |
| Cumulative Changes                  | \$ 0.00              | #DIV/0! | Change from Current Amount                |

**Completion Date, Description of the Task(s) Change, and Rationale for the Change**

Notice to Proceed Date:  Original Completion Date:  Last Approved Date:  Revised Date:  (Includes this change)

# of Days Added:  Select Tasks:  Add new task(s)  Delete task(s)  Change task(s)  Other (see below)

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Project Manager Name and Division)

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.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor / Vendor / Consultant / Design Professional and Name of Firm, if project applicable)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Design Professional and Name of Firm, if project applicable)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Procurement Professional)





this exhibit is not applicable

**EXHIBIT G**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

OWNER'S Project No. \_\_\_\_\_ ENGINEER'S 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 \_\_\_\_\_

---

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 contract documents on:

**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. 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 tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.



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\_\_

\_\_\_\_\_  
Design Professional

By: \_\_\_\_\_  
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
Type Name and Title





this exhibit is not applicable

**EXHIBIT H**

**CERTIFICATE OF FINAL COMPLETION**

OWNER'S Project No. \_\_\_\_\_ ENGINEER'S Project No. \_\_\_\_\_  
PROJECT: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract For \_\_\_\_\_  
Contract Date \_\_\_\_\_

This Certificate of Final completion applies to all Work under the Contract documents.

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**

\_\_\_\_\_  
The warranty in Exhibit I is attached to and made a part of this Certificate:

CAD

---

Executed by Design Professional on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Design Professional

By: \_\_\_\_\_  
Type Name and Title

CONTRACTOR accepts this Certificate of Final Completion on \_\_\_\_\_,  
20\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Type Name and Title

OWNER accepts this Certificate of Final Completion on \_\_\_\_\_,  
20\_\_

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
Type Name and Title





this exhibit is not applicable

**EXHIBIT I**  
**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: \_\_\_\_\_



### Other Exhibit/Attachment

Description: Federal Contract Provisions and Assurances

following this page (pages 1 through 15)

this exhibit is not applicable



EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
PUBLIC ASSISTANCE**

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

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

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

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

- 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 (Version 4, most recent update, Effective June 1, 2020)

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

**Access to Records:** (1) The contractor agrees to provide the County, 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 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.

**Changes:** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

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

**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.

**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.

**Termination:** See Standard Purchase Order and/or Contract Terms and Conditions

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

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

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



EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

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

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

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

**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.

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

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

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

**Procurement of Recovered Materials (§200.323) (Over \$10,000):** 1. 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. 2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321** (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Domestic Preference for Procurements 200.322** (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "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. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



**TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

**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 — a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or b. 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: a. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order





EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

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.

(f) Definitions

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet)

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means— a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); b. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); c. Telecommunications or video surveillance services provided by such entities or using such equipment; or d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.





EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

**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

---

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

### STATE PROVISIONS

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

**Discriminatory Vendor List:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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, and may not transact business with any public entity.

**Notification:** The Contractor shall notify the County if it has been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Interest of Members of Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

**Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

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

**Record Retention:** A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

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

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

**Conflict of Interest:** This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.

**In order to comply with Florida Auditor General report 201 4-064 regarding conflicts of interest and to be consistent with Section 287, 057(17)(a)(I), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitor to the FDEP, County, permittee and engineering consultant.**

**Data Collection:** All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: <https://floridadep.gov/water/beaches-inlets-ports/documents/monitoring-overview-physical-monitoring>.

**Diversity:** All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**Applicable Laws:** The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the County. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

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



**PAGE LEFT INTENTIONALLY BLANK**



EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

---

**Acknowledgement of Terms, Conditions, and Grant Clauses**

**Certification**

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

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

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

Vendor/Contractor Name Earth Tech Enterprises, Inc

Date June 7, 2021

Authorized Signature \_\_\_\_\_

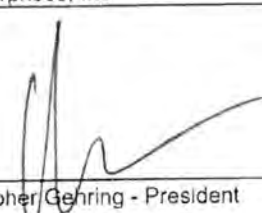
  
Christopher Gehring - President



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

Earth Tech Enterprises, Inc.

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

Signature

Christopher Gehring - President

Name and Title

6180 Federal Court

Street Address

Fort Myers, Florida 33905

City, State, Zip

171511137

DUNS Number

June 7, 2021

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD





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

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

Prime Contractor/Prime Consultant: Earth Tech Enterprises, Inc.

Address and Phone Number: 6180 Federal Court Fort Myers, Florida 33905

Procurement Number/Advertisement Number: IFQ 21-7885 Beach Maintenance Related Activities

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

|  |   |  |  |
|--|---|--|--|
| 1. Federal Tax ID Number: <u>59-3679652</u><br>2. Firm Name: <u>Earth Tech Enterprises, Inc.</u><br>3. Phone Number: <u>239-774-1223</u><br>4. Address: <u>6180 Federal Court</u><br><u>Fort Myers, Florida 33905</u><br>_____<br>_____<br>5. Year Firm Established: <u>2000</u> | 6. <input type="checkbox"/><br><input checked="" type="checkbox"/><br><br>7. <input type="checkbox"/><br><input type="checkbox"/> | DBE<br>Non-DBE<br><br>Subcontractor<br>Subconsultant | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$ 1 million<br><input type="checkbox"/> Between \$ 1-5 million<br><input type="checkbox"/> Between \$ 5-10 million<br><input type="checkbox"/> Between \$ 10-15 million<br><input checked="" type="checkbox"/> More than \$ 15 million |
|--|---|--|--|

|  |  |  |   |
|--|--|--|---|
| 1. Federal Tax ID Number: _____<br>2. Firm Name: _____<br>3. Phone Number: _____<br>4. Address: _____<br>_____<br>_____<br>5. Year Firm Established: _____ | 6. <input type="checkbox"/><br><input type="checkbox"/><br><br>7. <input type="checkbox"/><br><input type="checkbox"/> | DBE<br>Non-DBE<br><br>Subcontractor<br>Subconsultant | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$ 1 million<br><input type="checkbox"/> Between \$ 1-5 million<br><input type="checkbox"/> Between \$ 5-10 million<br><input type="checkbox"/> Between \$ 10-15 million<br><input type="checkbox"/> More than \$ 15 million |
|--|--|--|---|

|  |  |  |   |
|--|--|--|---|
| 1. Federal Tax ID Number: _____<br>2. Firm Name: _____<br>3. Phone Number: _____<br>4. Address: _____<br>_____<br>_____<br>5. Year Firm Established: _____ | 6. <input type="checkbox"/><br><input type="checkbox"/><br><br>7. <input type="checkbox"/><br><input type="checkbox"/> | DBE<br>Non-DBE<br><br>Subcontractor<br>Subconsultant | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$ 1 million<br><input type="checkbox"/> Between \$ 1-5 million<br><input type="checkbox"/> Between \$ 5-10 million<br><input type="checkbox"/> Between \$ 10-15 million<br><input type="checkbox"/> More than \$ 15 million |
|--|--|--|---|

|  |  |  |   |
|--|--|--|---|
| 1. Federal Tax ID Number: _____<br>2. Firm Name: _____<br>3. Phone Number: _____<br>4. Address: _____<br>_____<br>_____<br>5. Year Firm Established: _____ | 6. <input type="checkbox"/><br><input type="checkbox"/><br><br>7. <input type="checkbox"/><br><input type="checkbox"/> | DBE<br>Non-DBE<br><br>Subcontractor<br>Subconsultant | 8. Annual Gross Receipts<br><input type="checkbox"/> Less than \$ 1 million<br><input type="checkbox"/> Between \$ 1-5 million<br><input type="checkbox"/> Between \$ 5-10 million<br><input type="checkbox"/> Between \$ 10-15 million<br><input type="checkbox"/> More than \$ 15 million |
|--|--|--|---|



EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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

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

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

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

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

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

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

Earth Tech Enterprises, Inc.  
Contractor (Firm Name)

Signature of Contractor's Authorized Official

President  
Name and Title of Contractor's Authorized Official

June 7, 2021  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2022

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

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

|  |  |                                    |
|--|--|------------------------------------|
| <b>PRODUCER</b><br>AWA Insurance Agency<br>13700 Six Mile Cypress Pkwy<br>Suite# 1<br>Ft. Myers FL 33912 | <b>CONTACT NAME:</b> Jennifer Alf<br><b>PHONE (A/C, No, Ext):</b> 239-418-1100<br><b>E-MAIL ADDRESS:</b> jennifer@awainsurance.com | <b>FAX (A/C, No):</b> 239-418-1164 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                    |
| <b>INSURED</b><br>Earth Tech Enterprises Inc<br>6180 Federal Ct<br>Fort Myers FL 33905                   | <b>INSURER A:</b> Allied World Insurance Company <b>NAIC #</b> 22730   |                                    |
|  | <b>INSURER B:</b> Travelers Property Casualty Company of America      25674  |                                    |
|  | <b>INSURER C:</b> Allied World Specialty Insurance Company      16624  |                                    |
|  | <b>INSURER D:</b> Allied World National Assurance Company      10690   |                                    |
|  | <b>INSURER E:</b> Bridgefield Casualty Insurance      10335  |                                    |
|  | <b>INSURER F:</b> Markel American Ins Co      9933   |                                    |


**COVERAGES**      **CERTIFICATE NUMBER:** 1104473196      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| A<br>B   | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> HULL & P&I<br><input checked="" type="checkbox"/> Maritime<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 60040954<br>ZOH-71N44196-21-ND | 10/1/2021<br>10/1/2021  | 10/1/2022<br>10/1/2022  | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 60001235                       | 10/1/2021               | 10/1/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP BASIC \$ 10,000  |
| D<br>B   | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          | 03130864<br>ZOX-41N43760-21-ND | 10/1/2021<br>10/1/2021  | 10/1/2022<br>10/1/2022  | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>XS over HULL & P&I \$ 5,000,000   |
| E        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 0196-53784                     | 10/1/2021               | 10/1/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| F<br>E   | Inland Marine<br>United States Longshoreman's and   |           |          | MKLM2IM0000380<br>0196-53784   | 10/1/2021<br>10/1/2021  | 10/1/2022<br>10/1/2022  | Rented/ Leased Per Occurrence 800,000<br>Per Occurrence 1,000,000<br>Per Occurrence 1,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Pollution coverage - 2,000,000 Aggregate Evanston Insurance Co.  
 21-7885 Beach Maintenance Related Activities

Collier County Board of County Commissioners, OR Board of County Commissioners in Collier County, OR Collier County Government OR Collier County Included as an Additional Insured under the captioned Commercial General Liability and Automobile Liability Policies on a primary and non-contributory basis and to the extent required by written contract. 30 Day notice of cancellation applies

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>Collier County Board of County Commissioners<br>3295 Tamiami Trail East<br>Naples FL 34112 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location And Description Of Completed Operations |
|---|--|
| Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. | All Locations of the Named Insured               |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations  |
|---|------------------------------------|
| Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. | All Locations of the Named Insured |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |                                    |

A. Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization against whom you have agreed to waive your right of recovery in a fully executed written contract or written agreement, provided such contract or agreement was executed prior to the date of the "occurrence", loss, injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.