

**CITY OF SANIBEL AGREEMENT TO PIGGYBACK OFF AGREEMENT FOR
COASTAL ENGINEERING SERVICES BETWEEN COLLIER COUNTY AND HUMISTON
& MOORE ENGINEERS (CONTRACT 18-7432-CZ)**

THIS AGREEMENT (“Agreement”) between CITY OF SANIBEL (“CITY” or “owner”) and HUMISTON & MOORE ENGINEERS (“CONTRACTOR”) is entered into on the date in which this Agreement is fully executed.

WHEREAS, the CITY has the legal authority to “piggyback” onto a contract procured by competitive bid process by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the CITY requires the services of a vendor that can provide beach monitoring surveys and reports, beach fill design, and management of the City’s beach nourishment project, and

WHEREAS, CONTRACTOR has previously entered into an agreement with Collier County to provide beach and inlet monitoring surveys and reports, premised upon CONTRACTOR’s response to Solicitation # 18-7432-CZ, which 67-page Professional Services Agreement, 10-page beach monitoring proposal, 3-page First Amendment to Agreement, and 1-page purchase order accepting the beach monitoring proposal, are attached hereto as composite Exhibit “A” (collectively, the “Contract”); and

WHEREAS, attached to the Contract as Schedule B, Attachment 1, is the rate schedule including the rates at which CONTRACTOR agreed to provide such services;

WHEREAS, pursuant to the Contract, the present term of the Contract continues through March 10, 2025; and

WHEREAS, the CITY desires to “piggyback” onto the above-referenced Contract between the CONTRACTOR and Collier County, for utilization of the same or similar beach

monitoring surveys and reports, and the CONTRACTOR consents to the aforesaid “piggybacking.”

WHEREAS, as an initial scope of beach monitoring and survey work, and development of the City of Sanibel post storm emergency beach fill project, the CITY desires CONTRACTOR to furnish the services as detailed in Exhibit “B” hereto at the price detailed within the exhibit, priced in accordance with the hourly pricing set forth in the Contract.

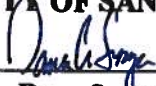
NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. Except as otherwise stated herein, the terms and conditions of the Contract (including, without limitation, the hourly rate schedules in Schedule B, Attachment 1 of the Contract) shall form the basis of this Agreement, with the CITY and the CONTRACTOR having all the rights, duties and obligations to one another as though the CITY was the original party to the Contract in place of Collier County. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions and provisions of this Agreement shall control.
3. No deviation from the Contract will be allowed, honored or compensated unless accompanied by a written change order, signed by authorized representatives of both the CITY and the CONTRACTOR.
4. The terms and of the Contract are modified, amended or supplemented as follows, to further address the CITY’s replacement of Collier County in the Contract:
 - a. Section 1.14, replace contact information for records custodian to:
City Clerk Scotty Lynn Kelly
800 Dunlop Road
Sanibel, FL 33957
239.472.3700
Scotty.kelly@mysanibel.com
 - b. Section 9.3.1, replace “Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government” with “City of Sanibel”

- c. Section 16.1, replace address for notices to “City of Sanibel, c/o City Manager, 800 Dunlop Road, Sanibel, FL 33957”
- d. Sections 18.1 and 20.2, replace “Collier County” with “Lee County”
- e. Schedule C, Section 14, replace “Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government” with “City of Sanibel”

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

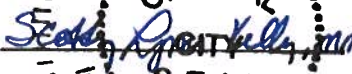
CITY OF SANIBEL


 By: Dana Souza
 Title: City Manager

HUMISTON & MOORE ENGINEERS

Brett D
 Digitally signed by Brett D Moore
 Date: 2023.06.14 10:21:56 -04'00'
 By: B. Moore
 Title: _____

ATTEST:


 City Clerk

Approved by 
 John D. Agnew, City Attorney

Date: 06/02/23

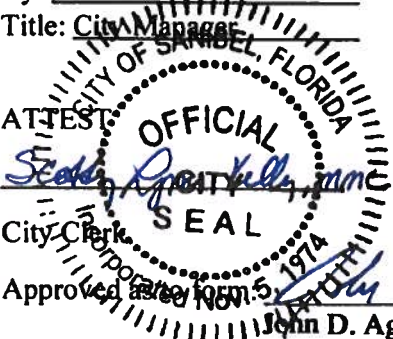


Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT
(FIXED TERM CONTINUING CONTRACT)

CCNA NON-CCNA

Contract # 18-7432-CZ

for

“ Professional Services Library-Coastal Engineering Category ”

THIS AGREEMENT is made and entered into this 10th day of March, 2020 by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and Humiston & Moore Engineers, P.A., authorized to do business in the State of Florida, whose business address is 5679 Strand Court, Naples, Florida 34110 (hereinafter referred to as the "CONSULTANT" and/or "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY desires to obtain the CONSULTANT's services expeditiously when a need arises in connection with a Collier County project; and

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

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

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

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

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

1.2. CONSULTANT acknowledges and agrees that services under this Agreement are to be requested by the COUNTY on an as-needed basis only, and COUNTY makes no representation or guarantee to CONSULTANT that the COUNTY will utilize CONSUTLANT'S services exclusively or at all.



1.3 All Services to be performed by the CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. The form of the Work Order is set forth in attached Schedule A. Reference to the term "Work Order" herein, with respect to authorization of Services, includes all written Amendments or Change Orders to any particular Work Order. The CONSULTANT acknowledges and agrees that each individual Work Order shall not exceed \$200,000 unless otherwise approved in writing by the Board of County Commissioners. Work order assignments for CCNA contracts shall be made in accordance with the current Procurement Ordinance, as amended.

1.4. (Multi-Award) SELECTION OF CONSULTANT FOR WORK ORDERS. All CONSULTANTS subject to this Agreement, including CONSULTANT, shall be placed on a rotation list for professional service, as listed below.

1.4.1. Professional Services Library Rotation

- a. Work assignments within each service category are awarded on a rotational basis by the Procurement Division.
- b. For each service category, the Procurement Service Division will place qualifying firms in the Professional Services Library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
- c. As each work assignment is identified the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the COUNTY's Contract Administrative Agent/Project Manager.
- d. Should a firm decline a work assignment, or be unable to reach a satisfactory fee negotiation with the COUNTY within a reasonable time frame, the COUNTY will contact the next firm on the list until the work assignment is successfully negotiated.
- e. Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve (12) month period may be removed from the service category.
- f. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection Notification Form. A copy of this completed form must be provided to the Procurement Division by the County's Contract Administrative Agent/Project Manager.
- g. Once a full rotation through all firms in a service category is complete, a method that attempts to impart an equitable distribution of work among selected firms will be based on prior dollars awarded; with the firm having received the least amount of dollars being considered for the next work assignment.

1.4.1.1 Professional Services Library – Direct Selection. For work assignments requiring unique experience or knowledge, including past experience on another phase of the project, the County's Contract Administrative Agent/Project Manager may formally request permission to forego the rotation and select a specific firm. This request will require the completion of a Work Assignment Direct Select Form, which requires the approval of both a Division Director and the Procurement Services Director. Firms that are directly selected for a work assignment as a result of this process shall be passed on their next scheduled turn in the rotation.

1.5. All Services must be authorized in writing by the COUNTY in the form of a Work Order. The CONSULTANT shall not provide any Services to the COUNTY unless and to the extent they are required in a written Work Order. Any Services provided by CONSULTANT without a written Work Order shall be at CONSULTANT's own risk and the COUNTY shall have no liability for such Services.

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

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

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

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

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

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

1.12. The CONSULTANT designates Brett D. Moore, P.E., D.CE a qualified licensed professional to serve as the CONSULTANT's project coordinator (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. In each Work Order CONSULTANT will designate a qualified licensed professional to serve as CONSULTANT's project coordinator for the Services to be provided under that Work Order (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Order. Further, the Project Coordinator has full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to the Work Order. The CONSULTANT agrees that the Principal in Charge and the Project Coordinators shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT under the Work Order. CONSULTANT further agrees that the Principal in Charge and Project Coordinators shall not be removed by CONSULTANT without the COUNTY's prior written approval, and if so removed must be immediately replaced with a person acceptable to the COUNTY.

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

1.14. The CONSULTANT represents to the COUNTY that it has expertise in the type of professional services that will be performed pursuant to this Agreement and has extensive experience with projects similar to the Project required hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the COUNTY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all applicable laws, statutes, including but not limited to ordinances, codes, rules, regulations and requirements of any governmental agencies, and the Florida Building Code where applicable, which regulate or have jurisdiction over the Services to be provided and performed by CONSULTANT hereunder, the Local Government Prompt Payment Act (218.735 and 218.76 F.S.), as amended, and the Florida Public Records Law Chapter 119, 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:

Communication and Customer Relations Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8383

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.

1.15. In the event of any conflicts in these requirements, the CONSULTANT shall notify the COUNTY of such conflict and utilize its best professional judgment to advise the COUNTY regarding resolution of each such conflict. The COUNTY's approval of the design documents in no way relieves CONSULTANT of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

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

the CONSULTANT for services and/or items necessary to correct the deficiencies directly related to the CONSULTANT's non-performance whether or not the COUNTY obtained substitute performance.

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

1.18. As directed by the COUNTY, all plans and drawings referencing a specific geographic area must be submitted in an AutoCAD DWG or MicroStation DGN format on a CD or DVD, drawn in the Florida State Plane East (US Feet) Coordinate System (NAD 83/90). The drawings should either reference specific established Survey Monumentation, such as Certified Section Corners (Half or Quarter Sections are also acceptable), or when implemented, derived from the RTK (Real-Time Kinematic) GPS Network as provided by the COUNTY. Information layers shall have common naming conventions (i.e. right-of-way - ROW, centerlines - CL, edge-of-pavement - EOP, etc.), and adhere to industry standard CAD specifications.

ARTICLE TWO ADDITIONAL SERVICES OF CONSULTANT

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

2.2. If the COUNTY determines that a change in a Work Order is required because of the action taken by CONSULTANT in response to an emergency, an Amendment or Change Order shall be issued to document the consequences of the changes or variations, provided that CONSULTANT has delivered written notice to the COUNTY of the emergency within forty-eight (48) hours from when CONSULTANT knew or should have known of its occurrence. Failure to provide the forty-eight (48) hour written notice noted above, waives CONSULTANT's right it otherwise may have had to seek an adjustment to its compensation or time of performance under the subject Work Order.

**ARTICLE THREE
THE COUNTY'S RESPONSIBILITIES**

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

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

3.2. The Project Manager shall:

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

**ARTICLE FOUR
TIME**

4.1. Each Work Order will have a time schedule ("Schedule") for the performance of the Services required under the subject Work Order. Said Schedule shall be in a form and content satisfactory to the COUNTY. Services to be rendered by CONSULTANT shall be commenced, performed and completed in accordance with the Work Order and the Schedule. Time is of the essence with respect to the performance of the Services under each Work Order.

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

4.3. Unless otherwise expressly provided in the Work Order, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's Services from any cause whatsoever, including those for which COUNTY may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT's sole remedy against the COUNTY will be the right to seek an extension of time to the Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

4.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the COUNTY hereunder, the COUNTY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT under this Agreement (including any and all Work Orders) until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the COUNTY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

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

4.6. The period of service shall be from the date of execution of this Agreement through five (5) year(s) from that date, or until such time as all outstanding Work Orders issued prior to the expiration of the Agreement period have been completed. The COUNTY may, at its discretion and with the consent of the CONSULTANT, renew the Agreement under all of the terms and conditions contained in this Agreement for one (1) additional one (1) year(s) periods. The COUNTY shall give the CONSULTANT written notice of the COUNTY's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

4.7. 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 CONSULTANT written notice of the COUNTY's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the COUNTY for Services rendered hereunder by CONSULTANT shall be as prescribed in each Work Order. The Project Manager, or designee, reserves the right to request proposals from this agreement utilizing any of the following Price Methodologies:

Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the COUNTY to the CONSULTANT; and, as a business practice there are no hourly or material invoices presented, rather, the CONSULTANT 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 CONSULTANT'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 mark-up). 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.

5.2. The hourly rates as set forth and identified in Schedule B, Attachment 1, Rate Schedule, which is attached hereto, shall apply only to projects procured under the Time and Materials pricing methodology specified in paragraph 5.1 above. **Grant Funded:** The hourly rates as set forth and identified in Schedule B, Attachment 1, Rate Schedule, which is attached hereto, are for purposes of providing estimate(s), as required by the grantor agency.

ARTICLE SIX OWNERSHIP OF DOCUMENTS

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

6.2. Notwithstanding anything in this Agreement to the contrary and without requiring the COUNTY to pay any additional compensation, CONSULTANT hereby grants to the COUNTY a nonexclusive, irrevocable license in all of the Project Documents for the COUNTY's use with respect to the applicable authorized project or task. The CONSULTANT warrants to the COUNTY that it has full right and authority to grant this license to the COUNTY. Further, CONSULTANT

consents to the COUNTY's use of the Project Documents to complete the subject project or task following CONSULTANT's termination for any reason or to perform additions to or remodeling, replacement or renovations of the subject project or task. The CONSULTANT also acknowledges the COUNTY may be making Project Documents available for review and information to various third parties and hereby consents to such use by the COUNTY.

ARTICLE SEVEN MAINTENANCE OF RECORDS

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

ARTICLE EIGHT INDEMNIFICATION

8.1. To the maximum extent permitted by Florida law, CONSULTANT shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

8.1.1. The duty to defend under this Article 8 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the 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 CONSULTANT. The CONSULTANT's obligation to indemnify and defend under this Article 8 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.

8.1.2 To the extent that the Agreement that the work pertains to is a "Professional Services Contract" as defined in Section 725.08(3), Florida Statutes, and the CONSULTANT is a "Design Professional" as defined in Section 725.08(4), Florida Statutes, the indemnification provided herein shall be limited as provided in Section 725.08(1) & (2), Florida Statutes.

ARTICLE NINE INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE TEN
SERVICES BY CONSULTANT'S OWN STAFF**

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

10.2. Attached to each Work Order shall be a Schedule that lists all of the key personnel CONSULTANT intends to assign to perform the Services required under that Work Order. Such personnel shall be committed to the project or task specified in the Work Order in accordance with the percentages noted in the attached Schedule. CONSULTANT shall also identify in that Schedule each subconsultant and subcontractor it intends to utilize with respect to the subject Work Order. All personnel, subconsultants and subcontractors identified in the Schedule shall not be removed or replaced without the COUNTY's prior written consent.

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

10.4. The CONSULTANT acknowledges and agrees that the COUNTY is a third-party beneficiary of each contract entered into between CONSULTANT and each subconsultant or subcontractor, however nothing in this Agreement shall be construed to create any contractual relationship between the COUNTY and any subconsultant or subcontractor. Further, all such contracts shall provide that, at the COUNTY's discretion, they are assignable to the COUNTY upon any termination of this Agreement.

**ARTICLE ELEVEN
WAIVER OF CLAIMS**

11.1. The CONSULTANT's acceptance of final payment for Services provide under any Work Order shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the COUNTY arising out of the Work Order or otherwise related to those Services, and except those previously made in writing in accordance with the terms of this Agreement and identified by CONSULTANT in its final invoice for the subject Work Order as

unsettled. Neither the acceptance of CONSULTANT's Services nor payment by the COUNTY shall be deemed to be a waiver of any of COUNTY's rights against CONSULTANT.

ARTICLE TWELVE TERMINATION OR SUSPENSION

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

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

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

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

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

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

12.7. In the event (i) the COUNTY fails to make any undisputed payment to CONSULTANT within forty-five (45) days after such payment is due as set forth in the Work Order or such other time as required by Florida's Prompt Payment Act or (ii) the COUNTY otherwise persistently fails to fulfill some material obligation owed by the COUNTY to CONSULTANT under this Agreement or subsequently issued Work Order, and (ii) the COUNTY has failed to cure such default within fourteen (14) days of receiving written notice of same from CONSULTANT, then CONSULTANT may stop its performance under the subject Work Order until such default is cured, after giving the COUNTY a second fourteen (14) days written notice of CONSULTANT's intention to stop performance under the applicable Work Order. If the Services are so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the CONSULTANT or its subconsultant or subcontractor or their agents or employees or any other persons performing portions of the Services under contract with the CONSULTANT, the CONSULTANT may terminate the subject Work Order by giving written notice to the COUNTY of CONSULTANT's intent to terminate that Work Order. If the COUNTY does not cure its default within fourteen (14) days after receipt of CONSULTANT's written notice, CONSULTANT may, upon fourteen (14) additional days' written notice to the COUNTY, terminate the subject Work Order and recover from the COUNTY payment for Services performed through the termination date, but in no event shall CONSULTANT be entitled to payment for Services not performed or any other damages from the COUNTY.

ARTICLE THIRTEEN TRUTH IN NEGOTIATION REPRESENTATIONS

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

13.2. **■ CCNA Projects:** In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Schedule D, certifying that wage rates and other factual unit costs supporting the compensation for CONSULTANT's services to be provided under this Agreement and each subsequent Work Order issued hereafter, if any, are accurate, complete and current at the time of the Agreement or such subsequent Work Order. The CONSULTANT agrees that the original price as set forth in each subsequent issued Work Order, if any, and any

additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the price as set forth in the Work Order was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the subject Work Order.

**ARTICLE FOURTEEN
CONFLICT OF INTEREST**

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

**ARTICLE FIFTEEN
MODIFICATION**

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

15.2. In the event that the need for changes to the Services under a Work Order may arise during the course of the work, the associated tasks may be modified at the request of the Project Manager or his designee. Written authorization from the Project Manager will be required in accordance with the Procurement Ordinance, as amended, and Procedures. For any changes that exceed an existing Work Order amount, the Work Order shall be modified to reflect the increase prior to any related Services being performed.

15.3. All duly executed modifications to Work Orders (including all written modifications or Changes thereto) are hereby incorporated into and made a part of this Agreement by reference.

**ARTICLE SIXTEEN
NOTICES AND ADDRESS OF RECORD**

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

Board of County Commissioners for Collier County, Florida

Division Director: Sandra Herrera
Division Name: Procurement Services Division

Address: 3295 Tamiami Trail East
Naples, Florida 34112-4901

Administrative Agent/PM: Evelyn Colon
Telephone: (239) 252-2667
E-Mail(s): Evelyn.Colon@colliercountyfl.gov



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

Company Name: Humiston & Moore Engineers, P.A.
Address: 5679 Strand Court
Naples, Florida 34110

Authorized Agent: Brett D. Moore, President
Attention Name & Title: _____
Telephone: (239) 594-2021 Ext. 101
E-Mail(s): CF@humistonandmoore.com

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

ARTICLE SEVENTEEN MISCELLANEOUS

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

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

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

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

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

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

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

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

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

- Schedule A WORK ORDER
- Schedule B RATE SCHEDULE
- Schedule C INSURANCE
- Schedule D **CCNA Projects**: TRUTH IN NEGOTIATION CERTIFICATE
- Schedule E Other: Federal Contract Provisions and Assurances
- Solicitation # 18-7432-CZ, including all Attachment(s), Exhibit(s) and Addendum/
Consultant's Proposal

17.10. **Grant Funded Projects**: 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 Grant 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 CONSULTANT at the COUNTY's discretion.

17.11. **Applicability**. Sections corresponding to any checked box () expressly apply to the terms of this Agreement.

ARTICLE EIGHTEEN APPLICABLE LAW

18.1. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by such laws, rules and regulations of the United States as made applicable to services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE NINETEEN SECURING AGREEMENT/PUBLIC ENTITY CRIMES

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

The CONSULTANT's compensation as set forth in each subsequently issued Work Order, if any, shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

19.2. By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by the COUNTY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

ARTICLE TWENTY DISPUTE RESOLUTION

20.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached during negotiations to the 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 CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached at mediation to the 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.

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

**ARTICLE TWENTY-ONE
IMMIGRATION LAW COMPLIANCE**

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

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS FOR
COLLIER COUNTY, FLORIDA,

Crystal K. Kinzel, Clerk of Courts &
Comptroller

By: [Signature]
Date: March 16, 2020

By: [Signature]
Burt L. Saunders, Chairman

Attest as to Chairman's
signature only.

Approved as to Form and Legality:

[Signature]
Deputy County Attorney
[Signature]
Name

Consultant:

Humiston & Moore Engineers, P.A.

Consultant's Witnesses:

[Signature]

By: [Signature]

Witness

Celia M. Fellows, CFO
Name and Title Humiston & Moore
Engineers

Brett D. Moore, P.E., D.C.E.
Name and Title President

[Signature]

Witness

1 Robert Mather
Name and Title Engineer



SCHEDULE A

WORK ORDER

Contract 00-0000 "Name of Contract"
Contract Expiration Date: _____, 20____

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

Project Name:
Project No:

The work is specified in the proposal dated _____, 20____ which is attached hereto and made a part of this Work Order. In accordance with Terms and Conditions of the Agreement referenced above, this Work Order is assigned to: Name of Firm _____

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

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

Schedule of Work: Complete work within _____ days from the date of the Notice to Proceed which is accompanying this Work Order. The Consultant agrees that any Work Order that extends beyond the expiration date of Agreement # 00-0000 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Work Order.

Compensation: In accordance with the Agreement referenced above, the County will compensate the Firm in accordance with following method(s): Negotiated Lump Sum (NLS) Lump Sum Plus Reimbursable Costs (LS+RC) Time & Material (T&M) (established hourly rate – Schedule A) Cost Plus Fixed Fee (CPFF), (define which method will be used for which tasks) as provided in the attached proposal.

Task I	\$
Task II	\$
Task III	\$
TOTAL FEE	\$

PREPARED BY: _____ Date _____
Name and Title

APPROVED BY: _____ Date _____
(Dept Name) , Division Director

APPROVED BY: _____ Date _____
type name, Department Head

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

Additionally, the Firm agrees to notify the Procurement Director, in writing within 48 hours of learning of any actual or potential conflict of interest that arises during the Work Order and/or project duration.

ACCEPTED BY: (Firm Name)

Name & Title of Authorized Officer Date



SCHEDULE B
BASIS OF COMPENSTATION

1. SERVICES

B.1.1. As the COUNTY identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, the COUNTY shall request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be issued which incorporates the terms of the understanding reached by the parties with respect to such Services.

B.1.1.1. The COUNTY may request that CONSULTANT in writing advise the COUNTY of (i) the estimated time of CONSULTANT's personnel and the estimated fees thereof for the proposed work to be specified in the Work Order; and (ii) the estimated charge to the COUNTY for the reimbursable expenses applicable to the contemplated Services to be performed by CONSULTANT under the proposed Work Order. CONSULTANT shall promptly supply such estimate to the COUNTY based on CONSULTANT's good faith analysis.

B.1.2. All Services to be performed by CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. Reference to the term Work Order herein, with respect to authorization of Services, includes all written Work Order Modifications or Amendments.

B.1.3. All Services must be authorized in writing by the COUNTY in the form of a Work Order. CONSULTANT shall not provide any Services to the COUNTY unless and to the extent they are required in a written Work Order. Any Services provided by CONSULTANT without a written Work Order shall be at CONSULTANT's own risk and the COUNTY shall have no liability for such Services.

B.1.4. Upon issuance of a Work Order as aforesaid, CONSULTANT agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Order.

2. COMPENSATION TO CONSULTANT

B.2.1. Payments for Basic Services and Additional Basic Services as set forth herein or the Work Order shall be made upon presentation of the CONSULTANT's invoice approved by the COUNTY.

B.2.2. Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

B.2.3. For the Services provided for in this Agreement, the COUNTY agrees to make payments to CONSULTANT based upon CONSULTANT's Direct Labor Costs and Reimbursable Expenses or as a Lump Sum.

B.2.4. Time and Material Fees: Direct Labor Costs mean the actual salaries and wages (basic, premium and incentive) paid to CONSULTANT's personnel, with respect to this Agreement, including all indirect payroll related costs and fringe benefits, all in accordance with and not in excess of the rates set forth in the Attachment 1 to this Schedule B. With each monthly Application for Payment, CONSULTANT shall submit detailed time records, and any other documentation reasonably required by the COUNTY, regarding CONSULTANT's Direct Labor Costs incurred at the time of billing, to be reviewed and approved by the COUNTY. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.4.1. For Additional Services provided pursuant to Article 2 of the Agreement, if any, the COUNTY agrees to pay CONSULTANT a negotiated total fee and Reimbursable Expenses based on the services to be provided and as set forth in the Amendment authorizing such Additional Services. The negotiated fee shall be based upon the rates specified in Attachment 1 to this Schedule B and all Reimbursable Expenses shall comply with the provision of Section B.3.4.1 below. There shall be no overtime pay on Additional Services without the COUNTY's prior written approval.

B.2.4.2. Notwithstanding anything herein to the contrary, in no event may CONSULTANT's monthly billings, on a cumulative basis, exceed the sum determined by multiplying the applicable not to exceed task(s) limits by the percentage the COUNTY has determined CONSULTANT has completed such task as of that particular monthly billing.

B.2.5. Lump Sum Fees: The fees noted in the Work Order shall constitute the lump sum amount to be paid to CONSULTANT for the performance of the Services. CONSULTANT shall submit to the COUNTY as part of its monthly invoice a progress report reflecting the status, in terms of the total work effort estimated to be required for the completion of the Services authorized under the Work Order and any then-authorized Additional Services, as of the last day of the subject monthly billing cycle. Among other things, the report shall show all Service items and the percentage complete of each item. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.6. For Additional Services provided pursuant to Article 2 of the Agreement, the COUNTY agrees to pay CONSULTANT a negotiated total fee and Reimbursable Expenses based on the services to be provided and as set forth in the Amendment authorizing such Additional Services. The negotiated fee shall be based upon the rates specified in Attachment 1 to this Schedule B and all Reimbursable Expenses shall comply with the provisions of Section 3 below. There shall be no overtime pay on Services or Additional Services without COUNTY's prior written approval.

B.2.7. Unless specific rates have been established in Attachment 1, attached to this Schedule B, CONSULTANT agrees that, with respect to any subconsultant or subcontractor to be utilized by CONSULTANT for a particular Work Order or Additional Services, CONSULTANT shall be limited to a maximum markup of five percent (5%) on the fees and expenses associated with such subconsultants and subcontractors.

B.2.8. The CONSULTANT agrees to furnish to the COUNTY, after the end of each calendar month, or as specified in the Work Order, statement of charges for the Services performed and rendered by CONSULTANT during that time period, and for any the COUNTY authorized reimbursable expenses as herein below defined, incurred and/or paid by CONSULTANT during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by the COUNTY. Notwithstanding anything herein to the contrary, the CONSULTANT shall submit no more than one (1) invoice per month for both Basic Services and Additional Services. Invoices shall be reasonably substantiated, identify the services rendered and must be submitted in a form and manner required by the COUNTY.

B.2.9. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to CONSULTANT for correction. Invoices shall be submitted on CONSULTANT's letterhead and must include the Purchase Order Number and Project name and shall not be submitted more than one time monthly.

B.2.10. Notwithstanding anything in the Agreement to the contrary, CONSULTANT acknowledges and agrees that in the event of a dispute concerning payments for Services performed under this Agreement, CONSULTANT shall continue to perform the Services required of it under this Agreement, as directed by the COUNTY, pending resolution of the dispute provided that the COUNTY continues to pay to CONSULTANT all amounts that the COUNTY does not dispute are due and payable.

3. REIMBURSABLE EXPENSES

B.3.1. Payments for Additional Services of CONSULTANT as defined in Section 2 hereinabove and for reimbursable expenses will be made monthly upon presentation of a detailed invoice with supporting documentation.

B.3.2. The CONSULTANT shall obtain the prior written approval of the COUNTY before incurring any reimbursable expenses, and absent such prior approval, no expenses incurred by CONSULTANT will be deemed to be a reimbursable expense.

B.3.3. The COUNTY agrees to reimburse CONSULTANT for all necessary and reasonable reimbursable expenses incurred or paid by CONSULTANT in connection with CONSULTANT's performance of the Services, at its direct cost with no markup; to the extent such reimbursement is permitted in the Work Order and in accordance with Section 112.061, F.S., or as set forth in this Agreement. Reimbursable expenses shall be invoiced for the expenditures incurred by the CONSULTANT as stated below.

5.3.3.1. Cost for reproducing documents that exceed the number of documents described in this Agreement and postage and handling of Drawings and Specifications including duplicate sets at the completion of each Work Order for the COUNTY's review and approval.

5.3.3.2. Travel expenses reasonably and necessarily incurred with respect to Project related trips, to the extent such trips are approved by the COUNTY. Such expenses, if approved by the COUNTY, may include coach airfare, standard accommodations and meals, all in accordance with Section 112.061, F.S. Further, such expenses, if approved by the COUNTY, may include mileage for trips that are from/to destinations outside of Collier or Lee Counties. Such trips within Collier and Lee Counties are expressly excluded

5.3.3.3. Expense of overtime work requiring higher than regular rates approved in advance and in writing by the COUNTY.

5.3.3.4. Permit Fees required by the Project.

5.3.3.5. Expense of models for the COUNTY's use.

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

5.3.3.7. Other items on request and approved in writing by the COUNTY.

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

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

SCHEDULE B - ATTACHMENT 1

RATE SCHEDULE

Title	Hourly Rate
Principal	\$238
Senior Project Manager	\$201
Project Manager	\$165
Senior Engineer	\$175
Engineer	\$136
Senior Inspector	\$117
Inspector	\$96
Senior Planner	\$164
Planner	\$130
Senior Designer	\$128
Designer	\$109
Environmental Specialist	\$120
Senior Environmental Specialist	\$156
Scientist/Geologist	\$115
Senior Scientist/Geologist	\$156
Marine Biologist/Hydrogeologist	\$133
Senior Marine Biologist/Hydrogeologist	\$169
Senior GIS Specialist	\$149
GIS Specialist	\$114
Clerical/Administrative	\$73
Senior Technician	\$102
Technician	\$83
Surveyor and Mapper	\$142
CADD Technician	\$95
Survey Crew - 2 man	\$152
Survey Crew - 3 man	\$185
Survey Crew - 4 man	\$218
Senior Architect	\$177
Architect	\$148

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Hourly rates for additional categories required to provide particular project services shall be mutually agreed upon by the County and firm, in writing, on a project by project basis, as needed, and will be set forth in the Work Order agreed upon by the parties.

Grant Funded: The above hourly rates are for purposes of providing estimate(s), as required by the grantor agency.



SCHEDULE C
INSURANCE COVERAGE

1. The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT's sole responsibility.
2. The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.
3. Coverages shall be maintained without interruption from the date of commencement of the services until the date of completion and acceptance of the Project by the COUNTY or as specified in this Agreement, whichever is longer.
4. Certificates of insurance acceptable to the COUNTY shall be filed with the COUNTY within ten (10) calendar days after Notice of Award is received by CONSULTANT evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to the COUNTY, on a timely basis, if requested by the COUNTY. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the COUNTY. CONSULTANT shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
5. All insurance coverages of the CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Project.
6. The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.
7. CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the COUNTY.
8. Should at any time the CONSULTANT not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse the COUNTY for such costs within thirty (30) days after demand,

the COUNTY has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between the COUNTY and CONSULTANT. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

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

10. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.**

Required by this Agreement? Yes No

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

a. Worker's Compensation - Florida Statutory Requirements

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

The insurance company shall waive all claims rights against the COUNTY and the policy shall be so endorsed.

11. **United States Longshoreman's and Harbor Worker's Act** coverage shall be maintained where applicable to the completion of the work. Required by this Agreement? Yes No

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

Required by this Agreement? Yes No

13. **COMMERCIAL GENERAL LIABILITY.**

Required by this Agreement? Yes No

A. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be

maintained for a period of not less than five (5) years following the completion and acceptance by the COUNTY of the work under this Agreement. Limits of Liability shall not be less than the following:

Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, \$ 2,000,000 aggregate.

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

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

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

Required by this Agreement? Yes No

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

Required by this Agreement? Yes No

17. **AUTOMOBILE LIABILITY INSURANCE.**

Required by this Agreement? Yes No

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-The ownership.

18. **TECHNOLOGY ERRORS and OMISSIONS INSURANCE.**

Required by this Agreement? Yes No

Technology Errors and Omissions Insurance: Coverage shall have minimum limits of \$ _____ Per Occurrence.

19. CYBER INSURANCE.

Required by this Agreement? Yes No

Cyber Insurance: Coverage shall have minimum limits of \$ _____ Per Occurrence.

20. UMBRELLA LIABILITY.

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

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

21. PROFESSIONAL LIABILITY INSURANCE.

Required by this Agreement? Yes No

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

B. Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the COUNTY.

C. The CONSULTANT shall continue this coverage for this Project for a period of not less than five (5) years following completion and acceptance of the Project by the COUNTY.

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

22. VALUABLE PAPERS INSURANCE.

In the sole discretion of the COUNTY, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

23. PROJECT PROFESSIONAL LIABILITY.

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

B. The CONSULTANT agrees to provide the following information when requested by the COUNTY or the COUNTY's Project Manager:

1. The date the professional liability insurance renews.
2. Current policy limits.
3. Current deductibles/self-insured retention.
4. Current underwriter.
5. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
6. Cost of professional insurance as a percent of revenue.
7. Affirmation that the design firm will complete a timely project errors and omissions application.

C. If the COUNTY elects to purchase a project professional liability policy, CONSULTANT to be insured will be notified and the COUNTY will provide professional liability insurance, naming CONSULTANT and its professional subconsultants as named insureds.

END OF SCHEDULE C

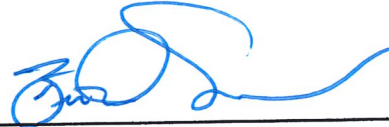
this schedule is applicable

SCHEDULE D

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Humiston & Moore Engineers, P.A. (company's name) hereby certifies that wages, rates and other factual unit costs supporting the compensation for the services of the CONSULTANT to be provided under the Professional Services Agreement, concerning "Professional Services Library-Coastal Engineering Category (#18-7432-CZ)" project is accurate, complete and current as of the time of contracting.

BY: _____



Brett D. Moore

TITLE: _____

President

DATE: _____

1-24-2020



SCHEDULE E

Other: Federal Contract Provisions and Assurances
(Description)

following this page (pages 1 through 16)

this schedule is not applicable



EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

This project activity is funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that the Applicant's contracts relating to the project include certain provisions.

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a 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 any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

- 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, 2017 (in effect for incidents declared on or after April 1, 2017)

Reporting: The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

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.

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.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Energy Efficiency Standards: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination: Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Changes: See Standard Purchase Order Terms and Conditions.

Procurement of Recovered Materials (§200.322) (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 (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

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.

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;

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

- (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.

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:

- I. 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- II. 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.
- III. 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.
- IV. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. 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.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

- VI. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.
- VIII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also 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."

Administrative, Contractual, or Legal Remedies (over \$150,000): 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.

Clean Air Act and 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 Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) 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.* (3) 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. (4) 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.

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

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

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.

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.

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

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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

Scrutinized Companies – Pursuant Section 215.473, F.S. the Local Sponsor subcontractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or Scrutinized Companies with Activities in Israel List (eff. 10.1.2016). Created Pursuant to Subsection 287.135(5), F.S., the subcontractor agrees the County may immediately terminate this Agreement for cause subcontractor is found to have submitted a false certification or if the subcontractor is placed on the Scrutinized Companies list during the term of the Agreement.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

GRANT CERTIFICATIONS AND ASSURANCES

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICITATION DOCUMENTS BY DEADLINE TO BE CONSIDERED RESPONSIVE

1. Acknowledgement of Grant Terms and Conditions
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
3. Certification regarding Lobbying
4. Anticipated DBE, M/WBE or VETERAN Participation Statement
5. Opportunity List for Commodities and Contractual Services and Professional Consultant Services
6. Conflict of Interest
7. Scrutinized Companies Certification

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Acknowledgement of Terms, Conditions, and Grant Clauses

Certification

If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor 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 Department and 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. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

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

Vendor/Contractor Name Humiston & Moore Engineers

Date 5/15/2019

Authorized Signature _____



EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES


CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Humiston & Moore Engineers

By: 
Signature

Brett D. Moore, P.E. President
Name and Title

5679 Strand Ct.
Street Address

Naples, FL. 34110
City, State, Zip

845 385 905
DUNS Number

Sub-Recipient Name: Collier County Board of County Commissioners



EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.					
A. PRIME VENDOR/CONTRACTOR INFORMATION					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT	
Humiston & Moore Engineers		65-0262357			
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y <input type="radio"/> N <input checked="" type="radio"/>	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? Y <input type="radio"/> N <input checked="" type="radio"/> CONSULTATION? <input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> OTHER? <input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/>	
		DBE?	Y <input type="radio"/> N <input checked="" type="radio"/>		
		MBE?	Y <input type="radio"/> N <input checked="" type="radio"/>		
		WBE?	Y <input type="radio"/> N <input checked="" type="radio"/>		
		SDB BA?	Y <input type="radio"/> N <input checked="" type="radio"/>		
IS THIS SUBMISSION A REVISION?		Y <input type="radio"/> N <input checked="" type="radio"/>		IF YES, REVISION NUMBER _____	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
TOTALS:					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER	
Humiston & Moore Eng.		5/15/2019		President	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER	
Bdm@humistonandmoore.com		239-594-2021 x-102		239-594-2025	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.					
ETHNICITY		CODE			
Black American		BA			
Hispanic American		HA			
Native American		NA			
Subcont. Asian American		SAA			
Asian-Pacific American		APA			
Non-Minority Women		NMW			
Other; not of any other group listed		O			
D. SECTION TO BE COMPLETED BY COLLIER COUNTY					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT	
ACCEPTED BY:				DATE	



EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLER COUNTY GRANT COMPLIANCE FORM
**BID OPPORTUNITY LIST FOR COMMODITIES AND CONTRACTUAL SERVICES
 AND 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: Humiston & Moore Engineers
 Address and Phone Number: 5679 Strand Ct. Naples FL 34110
 Procurement Number/Advertisement Number: / 18-7432-CZ

(239)
594-2021

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>65-0262357</u>	6.	<input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name:	<u>Humiston & Moore Eng.</u>		<input checked="" type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$ 1 million
3. Phone Number:	<u>239-594-2021 x-102</u>			<input checked="" type="checkbox"/> Between \$ 1-5 million
4. Address:	<u>5679 Strand Ct Naples, FL 34110</u>	7.	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$ 5-10 million
			<input type="checkbox"/> Subconsultant	<input type="checkbox"/> Between \$ 10-15 million
				<input type="checkbox"/> More than \$ 15 million
5. Year Firm Established:	<u>1991</u>			

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

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

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



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.

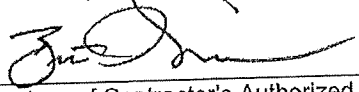
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

Humiston & Moore Engineers
Contractor (Firm Name)


Signature of Contractor's Authorized Official

Brett D. Moore, P.E. President
Name and Title of Contractor's Authorized Official

5/15/2019
Date

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CONFLICT OF INTEREST

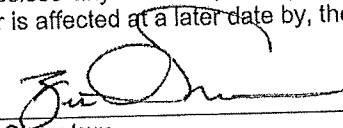
18-7432-CZ
Collier County Solicitation No.

I, Brett D. Moore, P.E., hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

Brett D. Moore, P.E.
Name


Signature

President
Position

5/15/2019
Date

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY
Scrutinized Companies Certification

The undersigned Brett D. Moore, President
Amiston & Moore Engineers (Vendor/ Contractor) certifies, to the best of his
or her knowledge and belief, that it is not listed on the

- Scrutinized Companies with Activities in Sudan List,
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or
- Scrutinized Companies with Activities in Israel List (eff. 10.1.2016), pursuant to Section 215.473, F.S.

The subcontractor further agrees the County may immediately terminate this contract for cause if the vendor/contractor is found to have submitted a false certification or is placed on the Scrutinized Companies list during the term of the contract.

Brett D. Moore, P.E. Name of Authorized Official

President Title

[Signature] Signature of Vendor/Contractor's Authorized Official

5/15/2019 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2020

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).

PRODUCER Iron Ridge Insurance 4971 Royal Gulf Circle Fort Myers FL 33966	CONTACT NAME: Karen Brinkley	PHONE (A/C No, Ext): (800) 775-8526	FAX (A/C, No): (239) 288-7544
	E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com		
INSURED Humiston & Moore Engineers PA 5679 Strand Court Naples FL 34110	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Phoenix Insurance Co	25623
	INSURER B:	The Travelers Indemnity Company	25658
	INSURER C:	Travelers Property Casualty Co of America	25674
	INSURER D:	Liberty Insurance Underwriters, Inc	19917
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL2011304984 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		680-2P597690-20-47	02/06/2020	02/06/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OPAGG \$ 2,000,000
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y		BA-6N650777-19	04/28/2019	04/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y		CUP-2P598035-20-47	02/06/2020	02/06/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability			AEXNYABSBMJ001	04/16/2019	04/16/2020	Per Claim \$2,000,000
							Aggregate \$2,000,000

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

Contract #18-7432-CZ
Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government Collier County included as an additional Insured under the captioned Commercial General Liability and Automobile Liability. Policies on a primary and non-contributory basis if and to the extent required by written contract

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners Collier County Florida 3295 Tamiami Trail East Naples FL 34112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ATHETEC-01

AEICHORN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2020

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).

PRODUCER Anderson Insurance Associates, Inc. 3491 Shelby Ray Court Charleston, SC 29414	CONTACT NAME: Karla Hartin	
	PHONE (A/C, No, Ext): (843) 725-4931 131	FAX (A/C, No):
E-MAIL ADDRESS: khartin@aiaasc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Scottsdale Insurance Co.		41297
INSURER B : Auto-Owners Insurance		18988
INSURER C : National Casualty Company		11991
INSURER D : Water Quality Insurance Syndicate		
INSURER E :		
INSURER F :		

INSURED

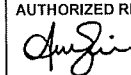
Athena Technologies, Inc
 1293 Graham Farm Road
 Mc Clellanville, SC 29458

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractors Pollution - \$5M			VRS0003941	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5234344500	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			VES0002775	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC332960A	6/1/2019	6/1/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Watercraft Pollution			53-82897	6/1/2019	6/1/2020	Watercraft Pollution 1,000,000
A	Professional Liabili			VRS0003941	6/1/2019	6/1/2020	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For services provided in association with Contract 18-7432-CZ, or for any and all work performed on behalf of Collier County

CERTIFICATE HOLDER Collier County 3295 Tamiami Trail East Building C-2 Naples, FL 34112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/14/2020

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).

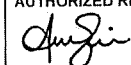
PRODUCER Anderson Insurance Associates, Inc. 3491 Shelby Ray Court Charleston, SC 29414	CONTACT NAME: Karla Hartin PHONE (A/C, No, Ext): (843) 725-4931 131 E-MAIL ADDRESS: khartin@aiaasc.com FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale Insurance Co.</td> <td></td> <td>41297</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance</td> <td></td> <td>18988</td> </tr> <tr> <td>INSURER C : National Casualty Company</td> <td></td> <td>11991</td> </tr> <tr> <td>INSURER D : Water Quality Insurance Syndicate</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Scottsdale Insurance Co.		41297	INSURER B : Auto-Owners Insurance		18988	INSURER C : National Casualty Company		11991	INSURER D : Water Quality Insurance Syndicate			INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Athena Technologies, Inc 1293 Graham Farm Road Mc Clellanville, SC 29458																					

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			VRS0003941	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COM/POP AGG \$ 5,000,000
							\$
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5234344500	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			VES0002775	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WCC332960A	6/1/2019	6/1/2020	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Watercraft Pollution			53-82897	6/1/2019	6/1/2020	Watercraft Pollution \$ 1,000,000
A	Professional Liabili			VRS0003941	6/1/2019	6/1/2020	Professional Liab \$ 1,000,000

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

CERTIFICATE HOLDER Humiston & Moore Engineers 5679 Strand Court Naples, FL 34110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CERTIFICATE OF COMMERCIAL MARINE LIABILITY INSURANCE

PRODUCER: Gallagher Charter Lakes 3940 Peninsular Drive SE, Ste 100 Grand Rapids, MI 49546-6107	THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED: Athena Technologies, Inc John Freeze Lawrence McClellan III PO Box 68 Mc Clellanville SC 29458	COMPANY A AFFORDING COVERAGE: Great American Insurance Group COMPANY B AFFORDING COVERAGE:

COVERAGES:
 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. BY ISSUANCE OF THIS ENDORSEMENT, THE COMPANY DOES NOT WAIVE ITS RIGHT OF SUBROGATION. THE COVERAGE AFFORDED BY THIS ENDORSEMENT SHALL ARISE OUT OF LIABILITY THAT RESTS SOLELY WITH THE INSURED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

Type of Insurance	Policy Number	Policy Effective	Policy Expiration	Limits
COMMERCIAL VESSEL LIABILITY	GCV0000037	1/17/2020	1/17/2021	1,000,000
LIABILITY DEDUCTIBLE	GCV0000037	1/17/2020	1/17/2021	2,500
MEDICAL PAYMENTS	GCV0000037	1/17/2020	1/17/2021	10,000

DESCRIPTION:

1998	30'	Sea Ark	SAMA0934G898	Artemis
2001	24'	Custom Made	SCZF2506D101	
1984	14'	Laudau	LB009749M84E	
2020	32'	American Pontoon Company LLC	MAX32000A620	

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INSURED: Form CL-7: Rev 1/20/16

For services provided in association with Contract 18-7432-CZ, or for any and all work performed on behalf of Collier County

Collier County
 3295 Tamiami Trail East
 Building C-2
 Naples, FL 34112

Authorized Agent: 

Date: February 14, 2020

CERTIFICATE OF COMMERCIAL MARINE LIABILITY INSURANCE

PRODUCER: Gallagher Charter Lakes 3940 Peninsular Drive SE, Ste 100 Grand Rapids, MI 49546-6107	THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED: Athena Technologies, Inc John Freeze Lawrence McClellan III PO Box 68 Mc Clellanville SC 29458	COMPANY A AFFORDING COVERAGE: Great American Insurance Group COMPANY B AFFORDING COVERAGE:

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MEDICAL PAYMENTS	GCV0000037	1/17/2020	1/17/2021	10,000

DESCRIPTION:

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2020	32'	American Pontoon Company LLC	MAX32000A620	

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ADDITIONAL INSURED: Form CL-7: Rev 1/20/16
 Humiston and Moore Engineers
 5679 Strand Court
 Naples, FL 34110

Authorized Agent:



Date: February 14, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2020

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PRODUCER Coverage Concepts, Inc. 4953 Nesconset Hwy. Port Jefferson Sta., NY 11776	631-331-7700	CONTACT NAME: Coverage Concepts, Inc. PHONE (A/C, No, Ext): 631-331-7700 FAX (A/C, No): 631-331-7797 E-MAIL ADDRESS: cci@coverageconcept.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CSA Ocean Sciences Inc 8502 SW Kansas Avenue Stuart, FL 34997	INSURER A: Crum & Forster Specialty Ins.		44520
	INSURER B: Progressive Casualty Insurance		10042
	INSURER C: Star Indemnity & Liability Co		38318
	INSURER D: Granite State Insurance Co.		
	INSURER E: Insurance Co. Of Pennsylvania		
INSURER F: Navigators Insurance Co			

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Contractors Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPK127477 CONTRACTUAL/FOR PROF LIA POLL \$5,000DED, BI-PD/CPL	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000							
							E&O \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			008564170	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX113079	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							Follow \$ Form
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC038411968-INCL USL&H WC038411969 CA-INCL USL&H	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Maritime Employers			MASIHNY0005519 INC DIVER	07/01/2019	07/01/2020	Limit \$ 1,000,000
							Ded. \$ 25,000

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

*C:MASIHNY0000619-Ocean Marine Pkg-07/01/2019to07/01/2020-Hull & Machinery Protection & Indemnity \$1,000,000; Stevedores Legal Liab\$1,000,000
*F:Excess Protection & Indemnity-07/01/2019to07/01/2020-6853799-01\$9,000,000

CERTIFICATE HOLDER Humiston & Moore Engineers 5679 Strand Court Naples, FL 34110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE
INSURED'S NAME **CSA Ocean Sciences Inc**

CONTI-2
OP ID: SW

PAGE 2
Date **02/14/2020**

Additional insured: Humiston & Moore Engineers, and Collier County, The State of Florida, The Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund. 30 Day Notice of Cancellation. waiver of Subrogation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Named Insured: Environmental Science Associates
Policy Number: PSW0004135
Insurance Company: RLI Insurance Company

Countersigned By _____



ENVISCI-05

GOMEZB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2020

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.

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PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Environmental Science Associates 550 Kearny St., Suite 800 San Francisco, CA 94108	INSURER A : RLI Insurance Company 13056 INSURER B : Mt Hawley Insurance Company 37974 INSURER C : Crum & Forster Specialty Insurance Company 44520 INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0007416	12/1/2019	12/1/2020	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>Deductible</td><td style="text-align: right;">\$ 0</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Deductible	\$ 0				
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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp.: \$1,000 <input checked="" type="checkbox"/> Coll.: \$1,000	X		PSA0002468	12/1/2019	12/1/2020	<table border="0" style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PSE0003196	12/1/2019	12/1/2020	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$												
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	PSW0004135	12/1/2019	12/1/2020	<table border="0" style="width: 100%;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000									
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																								
C	Prof Liab/Clims Made			PKC108908	9/17/2019	12/1/2020	Per Claim	1,000,000																	
C	Poll Liab/Ded. \$25K			PKC108908	9/17/2019	12/1/2020	Occurrence/Aggregate	5,000,000																	

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

Re: Collier County Contract - 18-7432-CZ ESA Project D180368

Collier County, the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, Humiston and Moore are Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability and Workers' Compensation.

Longshoreman insurance coverage is included with the Work Comp.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

Collier County 3295 Tamiami Trail East, Bldg., C-2 Naples, FL 34112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>
---------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of Insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion **B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Named Insured: Environmental Science Associates

Policy Number: PSW0004135

Insurance Company: RLI Insurance Company

Countersigned By _____



ATHETEC-01

AEICORN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2020

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).

PRODUCER Anderson Insurance Associates, Inc. 3491 Shelby Ray Court Charleston, SC 29414	CONTACT NAME: Karla Hartin	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (843) 725-4931 131	E-MAIL ADDRESS: khartin@aiaasc.com	
INSURED Athena Technologies, Inc 1293 Graham Farm Road Mc Clellanville, SC 29458	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale Insurance Co.		41297
	INSURER B : Auto-Owners Insurance		18988
	INSURER C : National Casualty Company		11991
	INSURER D : Water Quality Insurance Syndicate		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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.

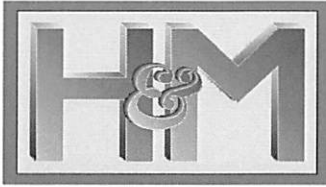
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		VRS0003941	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractors Pollution - \$5M							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5234344500	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			VES0002775	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC332960A	6/1/2019	6/1/2020	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Watercraft Pollution			53-82897	6/1/2019	6/1/2020	Watercraft Pollution	1,000,000
A	Professional Liabili			VRS0003941	6/1/2019	6/1/2020	Professional Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For services provided in association with Contract 18-7432-CZ, or for any and all work performed on behalf of Collier County
Certificate Holder is listed as an Additional Insured as required by written contract or agreement

CERTIFICATE HOLDER

CANCELLATION

Collier County 3295 Tamiami Trail East Building C-2 Naples, FL 34112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**HUMISTON
& MOORE
ENGINEERS**

COASTAL
ENGINEERING DESIGN
AND PERMITTING

5679 STRAND COURT
NAPLES, FLORIDA 34110
FAX: 239 594 2025
PHONE: 239 594 2021

September 29, 2021

Andrew Miller, Principal Project Manager
Coastal Zone Management (CZM)
Collier County Government
2685 South Horseshoe Drive Unit 103
Naples, FL 34104

**Re: Proposal for Collier County Beaches and Inlets Annual Monitoring for 2022
Collier County Contract 18-7432-CZ; HM File No 29-018.2022Beach-Monitor**

Dear Andy:

Enclosed is a proposal for the Collier County Beaches and Inlets monitoring surveys and monitoring reports for 2022. The completion date for all work is estimated to be 420 days from the date of the Notice to Proceed. Rectified aerial images acquired for 2022, provided by the Collier County Property Appraiser's Office, are to be submitted to the Department of Environmental Protection (DEP) by Humiston and Moore Engineers (HM) as part of the work described below for all projects.

Note, the dates shown reflect an anticipated date for the survey and report. These anticipated dates are dependent upon the authorization date, project construction timing, release of the rectified aerial images, schedule changes, and other unforeseen conditions such as weather. If the final report is completed prior to the due date for the initial report, then one final report will be submitted for both the initial and final report.

Task 1 Collier Beach- SOW and Budget – Survey anticipated January 2022

Conduct the annual monitoring survey for Collier Beach Nourishment Project consistent with the monitoring plan approved by the DEP. The scope of work consists of DEP monuments R-17 to R-84 including R-58A. Additionally, survey options include the monuments south to Gordon Pass from R-85 to R-89.

- Survey is scheduled to be completed in conjunction with the post-construction survey by CPE for the 2021 Collier Beach nourishment project. CZM to notify HM of survey timing anticipated to be December 2021. CPE to survey R-17 to R-41, R-58A to R-80 in accordance with DEP monitoring standards, and provide survey data to HM. SDI to survey R-42 to R-57, and from R-81 to R-84.
- An initial shoreline/volume change summary will be submitted to CZM 30 days after the completion of the latest survey.
- A Final Monitoring Report will be submitted to DEP & CZM 90 days after the completion of the survey.

The initial summary will include beach profiles, and shoreline/volume change from the previous monitoring surveys. The final monitoring analysis and report includes CZM staff comments after review of initial summary, beach profiles, shoreline/volume change from the previous monitoring survey, as well as from the most recent nourishment project (Vanderbilt 2021, Park Shore 2019, North Naples 2020, and Naples 2021), beach width and comparison to the *Design Standard*, the historical beach width charts, and applicable recommendations.

Task 1a. Collier Beach Survey R-42 to R-57, and R-81 to R-84.

Sub Total Data Collection Budget (SDI).....\$ 13,220 LS

Task 1b. Collier Beach Survey R-85 to R-89. This augments the data collection for the Collier Beach Survey to include monuments south to Gordon Pass.

Sub Total Data Collection Budget (SDI).....\$ 2,650 LS

Task 1c. Collier Beach Initial and Final Monitoring Report (H&M).....\$ 26,528 TM

Total Task 1 Subtotal (SDI + H&M)\$ 42,398

Deliverable: One electronic copy of the Initial Monitoring summary by February 28, 2022; one electronic and two hardcopies of the Final Monitoring Report by April 30, 2022.

Task 2 Wiggins Pass - SOW and Budget – Survey anticipated February 2022

Conduct the annual monitoring survey for the Wiggins Pass Navigation Channel Expansion and Maintenance Dredging Project consistent with the monitoring plan approved by DEP. This scope of work consists of FDEP monuments R-9 (to augment the Wiggins Pass Dredge permit modification), R-10 to R-22 including half monuments, the MHWL from R-17 NE for a minimum of 1500 feet. Stations -2+00 to 15+00 (from R-15 to R-18.5) and the navigation channel with grid lines 100 feet apart (C-3 thru C-34, CN-35 thru CN37). Survey timing is to be at the direction of CZM.

- An initial volume change summary will be submitted to CZM 30 days after the completion of the survey.
- A Final Monitoring Report will be submitted to CZM and DEP 90 days after the completion of the survey.

The initial monitoring summary includes inlet/beach profiles, and inlet volume change from previous monitoring surveys. The Final Monitoring Report will include the same information contained in the initial monitoring summary as well as other information in compliance with the DEP monitoring requirements, comments from CZM staff after review of initial summary, and applicable recommendations.

Task 2a. Wiggins Pass Survey (SDI)\$ 31,750 LS

Task 2b Wiggins Pass Initial and Final Monitoring Report (H&M)...\$ 12,688 TM

Total Task 2 Subtotal (SDI + H&M)\$ 44,438

Deliverable: One electronic copy of the Initial Monitoring summary; one electronic and two hardcopies of the Final Monitoring Report.

Task 3 Doctors Pass - SOW and Budget – Survey anticipated February 2022

Conduct the annual monitoring survey for Doctors Pass Maintenance Dredging Project consistent with the monitoring plan approved by the DEP. This scope of work consists of 77 Dredge Template Profiles. Additionally, survey options include five beach profiles to document the beach fill template, anticipated to be R-59 to R-63. Survey timing is to be at the direction of CZM.

- An initial volume change summary will be submitted to CZM 30 days after the completion of the survey.
- A Final Monitoring Report will be submitted to CZM and DEP 90 days after the completion of the survey.

The initial monitoring summary includes inlet profiles, and volume change from the previous monitoring surveys. The Final Monitoring Report will include the same information contained in the initial monitoring summary as well as other information in compliance with the DEP monitoring requirements, comments from CZM staff after review of initial summary, and applicable recommendations.

Task 3a. Doctors Pass Monitoring Survey (SDI)\$ 11,500 LS

Task 3b Doctors Pass Initial and Final Monitoring Report (H&M)..... \$ 9,318 TM

Total Task 3 Subtotal (SDI + H&M)\$ 20,818

Deliverable: One electronic copy of the Initial Monitoring summary; one electronic and two hardcopies of the Final Monitoring Report.

Task 4 South Marco Beach- SOW and Budget – Survey anticipated March 2022

Conduct the annual monitoring survey for South Marco Beach Nourishment Project consistent with the monitoring plan approved by the DEP. This scope of work consists of DEP monuments R-139 to R-148, G-1 thru G-5, and K-1 thru K-2. This survey scope does include the Caxambas Pass borrow area.

- Survey is scheduled to be completed after the Task 1 survey pending unforeseen conditions such as poor weather conditions.
- An initial shoreline/volume change summary will be submitted to CZM 30 days after the completion of the survey.
- A Final Monitoring Report will be submitted to CZM and DEP 90 days after the completion of the survey.

Task 4a. South Marco Beach Monitoring Survey (SDI)\$ 15,530 LS

Task 4b South Marco Beach Initial and Final Monitoring Report (H&M)..... \$ 7,601 TM

Total Task 4 Subtotal (SDI + H&M)\$ 23,131

The initial monitoring summary includes beach profiles, shoreline/volume change from the previous monitoring surveys. The Final Monitoring Report will include the same information contained in the initial monitoring summary as well as other information in compliance with the DEP monitoring requirements, comments from CZM staff after review of initial summary, and applicable recommendations.

Deliverable: One electronic copy of the shoreline/volume change summary; one electronic and two hardcopies Final Monitoring Report.

Task 5 Central Marco Beach- SOW and Budget – Survey Anticipated March 2022

Conduct the annual monitoring survey for the Central Marco Beach Regrade Project consistent with the DEP permit and the requirements of the US Fish & Wildlife Service (FWS). This scope of work consists of DEP monuments R-130 to R-146*. One report is to be submitted to the DEP and FWS in compliance with the annual monitoring.

- Survey is scheduled to be completed after the Task 1 survey, 2022 pending unforeseen conditions such as poor weather conditions.
- An initial shoreline/volume change summary will be submitted to CZM 30 days after the completion of the survey.
- A Final Monitoring Report will be submitted to CZM and DEP 90 days after the completion of the survey.

Task 5a. Central Marco Beach Monitoring Survey (SDI).....\$ 7,605 LS

Task 5b Central Marco Beach Initial and Final Report (H&M).... \$ 9,673 TM

Total Task 5 Subtotal (SDI + H&M)\$ 17,278

The initial summary will include beach profiles, and shoreline/volume change from the previous monitoring surveys. The Final Monitoring Report will include the same information contained in the initial monitoring summary as well as other information in compliance with the DEP monitoring requirements, comments from CZM staff after review of initial summary, and applicable recommendations.

Deliverable: One electronic copy of the Initial Monitoring summary; one electronic and two hardcopies of the Final Monitoring Report.

*Survey to include R130 thru R135, R135.5, R136, R136.5, R137, R137.5, and R138 thru R146. R-139 thru 146 surveyed as part of Task 4 South Marco Beach.

Task 6 Doctors Pass Erosion Control Struct. SOW and Budget – Survey anticipated Oct. 2022

Provide the annual monitoring report for the Doctors Pass Erosion Control Structures (ECS) Project consistent with the monitoring plan approved by the DEP. This scope of work is based on the survey of DEP monuments R58A-400 south to R-64 (17 profiles)*.

- Survey is scheduled to be completed by October 15, 2022 pending unforeseen conditions such as poor weather conditions.
- An initial monitor summary of the analysis will be submitted to CZM 30 days after the completion of the survey.
- A Final Monitoring Report will be submitted to CZM and DEP 90 days after the completion of the survey.

Task 6a. Doctors Pass ECS Survey (SDI).....\$ 9,900 LS

Task 6b Doctors Pass ECS Initial and Final Monitoring Report (H&M) \$ 8,894 TM

Total Task 6 Subtotal (SDI + H&M)\$ 18,794

The initial monitoring summary includes beach profiles, shoreline/volume change from the previous monitoring surveys. The Final Monitoring Report will include the same information contained in the initial monitoring summary as well as other information in compliance with the DEP monitoring requirements, comments from CZM staff after review of initial summary, and applicable recommendations.

Deliverable: One electronic copy of the Initial Monitoring summary by November 15, 2022; one electronic and two hardcopies of the Final Monitoring Report by January 15, 2023.

*Includes beach profiles R58A-400, R58A-300, R58A-150, R58A, R58A+150, R58A+300, R58A+425, R58, R58+150, R58+300, R58+600, and R59 to R64.

Task 7 2022 Aerial Image Book - SOW and Budget – Anticipated May 2022

Prepare an updated aerial image book for the Collier County Beaches ranging from DEP reference monument R-1 south to R-89 and from Hideaway Beach reference monument H-16 including the entrance to Collier Bay south to DEP reference monument R-148 including Caxambas Pass. The monument locations will be overlaid along with the names of existing structures as noted in the 2021 book. The rectified images will be the latest available from the County Appraiser's Office. The ECL, latest MHWL, and vegetation line will be shown along with the distance from each to the 2003 Baseline.

Task 7. Aerial Image Book (H&M) \$ 3,603 TM

Task 7 Subtotal (HM only– No SDI).....\$ 3,603

Deliverable: Two hardcopies of the final Aerial Image Book along with an electronic copy upon image availability at the Property Appraiser's Office.

Total (SDI + H&M) \$ 170,460 Tasks 1 thru 7

Tasks will be billed on a time and materials basis, unless otherwise noted. The budgets for these tasks may therefore be considered as not-to-exceed amounts with the understanding that in the event regulatory requirements or requests from County staff result in Additional Services exceeding the estimated budget amounts, a budget amendment will be requested.

Please call if you have any questions.

Sincerely yours,

HUMISTON & MOORE ENGINEERS



Brett D. Moore, P.E.
President

Collier County Beaches and Inlets Annual Monitoring 2022

Contract 18-7432-CZ

Project No. 90536

Estimated Summary

SUMMARY BREAKDOWN BY TASK						
Task 1 Collier Beach					\$42,398.00	
Task 2 Wiggins Pass					\$44,438.00	
Task 3 Doctors Pass					\$20,818.00	
Task 4 South Marco					\$23,131.00	
Task 5 Central Marco					\$17,278.00	
Task 6 Doctors Pass - ECS					\$18,794.00	
Task 7 2022 Aerial Image Book					\$3,603.00	
					\$170,460.00	
SUMMARY BREAKDOWN BY SUB-TASK						
Task 1a & 1b	Collier Beach Survey				\$15,870.00	LS
Task 1c	Collier Beach Final Monitoring Report				\$26,528.00	TM \$42,398
Task 2a	Wiggins Pass Survey				\$31,750.00	LS
Task 2b	Wiggins Pass Final Monitoring Report				\$12,688.00	TM \$44,438
Task 3a	Doctors Pass Survey				\$11,500.00	LS
Task 3b	Doctors Pass Final Monitoring Report				\$9,318.00	TM \$20,818
Task 4a	South Marco Beach Survey				\$15,530.00	LS
Task 4b	South Marco Final Monitoring Report				\$7,601.00	TM \$23,131
Task 5a	Central Marco Beach Survey				\$7,605.00	LS
Task 5b	Central Marco Beach Final Monitoring Report				\$9,673.00	TM \$17,278
Task 6a	Doctors Pass Structures Survey				\$9,900.00	LS
Task 6b	Doctors Pass Structures Final Monitoring Report				\$8,894.00	TM \$18,794
Task 7	2020 Aerial Image Book				\$3,603.00	TM \$3,603
SUMMARY						\$170,460
	Sea Diversified Survey					92,155.00 (LS)
						\$78,305
	Title		Rate	Hours		
PRN2	Principle		\$231	59		\$13,629
SEN	Senior Engineer		\$177	0		\$0
PJTM	Project Manager		\$160	0		\$0
SDS	Engineer		\$130	282.5		\$36,725
SIN	Scientist/Geologist		\$115	110		\$12,650
SIN	Designer		\$105	0		\$0
SRT	Senior Technician		\$103	92		\$9,476
INS	Inspector		\$93	0		\$0
TEC	Technician		\$83	56		\$4,648
CAD	Cadd Technician		\$107	11		\$1,177
Pad	Clerical/Administrative		\$73	0		\$0

Humiston & Moore Engineers

\$78,305 (TM)

TOTAL

\$170,460



Sea Diversified, Inc.

160 Congress Park Drive, #114
Delray Beach, Florida 33445
Phone: 561-243-4920
www.seadiversified.com

September 20, 2021
(Previous August 30, 2021)

Mr. Steve Foge, P.E.
Humiston & Moore Engineers
5679 Strand Court, Suite 110
Naples, Florida 34110

*Sent via electronic mail 09/20/2021
(SF@HumistonandMoore.com)*

**Re: Proposal / Agreement for Professional Services - Revised
Collier County 2022 Physical Monitoring Survey
Collier Beach, Wiggins Pass, Doctors Pass, South Marco, Central Marco & Doctors Pass
Structures
Collier County, Florida
Sea Diversified P.N. 21-2954**

Dear Mr. Foge:

In accordance with your request, Sea Diversified, Inc. (SDI) is pleased to submit the following revised proposal for professional services. The scope of work shall include onshore/offshore beach profile surveys of Collier Beach and Doctors Pass structures, and South Marco Island project areas. In accordance with your summary of scope provided on August 24, 2021, the 2022 monitoring survey effort shall encompass the following:

- Task One: Collier Beach & Offshore Profiles**
a. R-42 to R-57 and R-81 to R-84 (20 profiles)
b. R-85 to R-89 (5 profiles)
- Task Two: Wiggins Pass Bathymetry and Beach Profiles**
▪ MHWL from R-17 to the NE 1,500 feet on the south side of the inlet
▪ Entrance channel, Stations -2+00 to 15+00 (R-15 to R-18.5), totaling 18 transects
▪ Internal channels C-3 to C-34, CN-35, CN-36 and CN-37, totaling 35 transects
▪ Beach profiles at R-10 to R-22, including intermediate profiles (R-10.5, R-11.5, R-12.5, R-13.5, R-14.5, R-15.5, R-17.5, R-18.5, R-19.5, R-20.5, R-21.5), totaling 24 transects
▪ Add R-9 (1 profile)
- Task Three: Doctors Pass Bathymetry - All inlet stations (77 transects)**
- Task Four: South Marco Island Beach & Offshore Profiles**
Beach profiles at U-139 to R-148, G-1 to G-5, and K-1 to K-2, totaling 17 profiles
- Task Five: Central Marco Island Beach & Offshore Profiles**
Beach profiles at R-130 to R-146 (R-130 to R-135, R-136, R-136.5, R-137, R-137.5 and R-138), totaling 11 profiles. R-139 to R-146 part of South Marco.
- Task Six: Doctors Pass Structures Beach & Offshore Profiles**
Beach profiles at R58A-400, R58A-300, R58A-150, R58A, R58A+150, R58A+300, R58A+425, R-58, R58+150, R58+300, R58+600, and R-59 to R-64, totaling 17 profiles

General:

SDI shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. All work shall be conducted to the highest level of industry standards and under the responsible charge

Surveying • Engineering • Applications



of a Professional Surveyor and Mapper registered in the State of Florida. All work shall meet or exceed the Standards of Practice (Standards) set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and in compliance with the Florida Department of Environmental Protection (FDEP) Bureau of Beaches and Coastal Systems Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100 (Updated October 2014). If time permits, deviations from the scope of work shall be addressed via formal approved addendum to the executed Agreement for Professional Services.

Horizontal and Vertical Data:

Horizontal Datum: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83)

Vertical Datum: Feet, relative to the North American Vertical Datum of 1988 (NAVD88)

Horizontal / Vertical Control Verification

SDI will verify the horizontal and vertical position of all found and used monuments for the survey. Horizontal and vertical positions will be verified via Real-Time Kinematic GPS procedures. In the event vertical obstructions prohibit the use of GPS, conventional methodologies will be employed.

Temporary control points (TBM's) will be set in the event a monument cannot be readily found. As practical, the TBM will be set at the reference monument location. If the specified location is not practical, the TBM will be set at a more suitable location either landward or seaward along the specified profile azimuth. H&M shall be notified of any missing monuments and shall be provided with the horizontal and vertical position of all TBM's.

Onshore Profile Data Collection - Topographic

Onshore profile data collection shall extend from the FDEP profile control monument seaward to approximate wading depth or as required to overlap the offshore profile data a minimum distance of fifty (50) feet. Profile data collection shall extend landward to the seawalls or fifty (50) feet landward of the five-foot (+5.0') NAVD88 contour line and shall include location of the seaward vegetation line.

In the event there is a physical barrier on line between the beach and the monument, every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the surveyor, data collection will be terminated at the first physical barrier if deemed impassible using practical means of extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books.

Profile data will be collected using either conventional differential leveling or Real-time Kinematic Differential Global Positioning techniques. Data points will be collected at a maximum interval of twenty-five (25) feet and at all grade breaks (exceeding one-foot) and material changes along the profile. In the event the profile control monument is located more than three hundred (300) feet landward of the vegetation line, data points shall be extended to intervals of one hundred (100) feet from two hundred (200) feet landward of the approximate vegetation line to the monument location. The reference monument shall be recorded as range 0.0 along the profile with positive ranges extending seaward of the monument and negative ranges extending landward of the monument.



Offshore Profile Data Collection - Bathymetric

Bathymetric profile data shall be collected as close to high tide as practical and shall extend landward to a depth that overlaps the onshore portion of the survey a minimum distance of fifty (50) feet. Bathymetric profile data collection shall extend seaward to the negative thirteen (-13) feet NGVD29 contour (approximately -14.5' NAVD88) at Collier Beach and South Marco Beach, and negative fifteen (-15) feet NGVD29 contour (approximately -16.3' NAVD88) at Doctors Pass Structures, or two thousand (2,000) feet from the shoreline, whichever is the greater distance. Bathymetric data collection shall occur as close to the time of the onshore topographic survey as practical, which shall not exceed seven (7) days of time difference between the two (2) survey events. Maximum wave height during the course of bathymetric data collection shall be three (3) feet.

Bathymetric data shall be collected using an automated hydrographic system comprised of a survey launch equipped with a marine grade sounder, differential global positioning system and computer-based navigation / data collection system, and when deemed necessary may be interfaced with a DMS-05 Motion Sensor System. The motion sensor will be employed as necessary to reduce the effects of vessel heave, pitch and roll during the course of data collection. The sounder shall be calibrated via bar checks prior to the start of the survey. Prior to the start of the survey a tide staff or gauge will be established in proximity to the project for recording water levels during the course of the data collection activities. The tide staff or gauge will be set relative to published control in the vicinity of the project.

Digital Ground Photography

During the course of field data collection, digital photographs shall be taken at approximate mid-beach along each profile line. Three (3) photographs shall be captured, one each shore-parallel north and south of the profile and one towards the monument location. An additional photograph of the monument or TBM shall be taken with sufficient clarity to read the monument stamping. Digital images shall be provided to H&M in .jpg format at a minimum 640 x 480 resolution.

Data Processing and Final Deliverables

Upon completion of field survey activities, data will be edited and reduced to the project datum and translated to an x,y,z, ASCII format for submittal to H&M. H&M will be provided the following deliverables:

1. Survey report certified by a Professional Surveyor and Mapper.
2. Description of all monuments and TBM's used for the survey, including identification, stamping, coordinates, elevations and profile azimuths. Control description shall be provided in both hardcopy and digital formats (ASCII and Excel), as applicable.
3. Bathymetric data and / or profile data in ASCII x,y,z format
4. Digital photographs in .jpg format with appropriate labeling
5. Metadata files

Cost Breakdown:

Task One:	a.	\$13,220.00	
	b.	<u>\$ 2,650.00</u>	
Total Task One:			\$ 15,870.00
Task Two:			\$ 31,750.00
Task Three:			\$ 11,500.00
Task Four:			\$ 15,530.00
Task Five:			\$ 7,605.00
<u>Task Six:</u>			<u>\$ 9,900.00</u>
Total:			\$ 92,155.00



Should you have questions or require additional information please do not hesitate to contact us at your convenience. We appreciate this opportunity to assist you with this project and look forward to hearing from you soon.

Best Regards,

A handwritten signature in black ink, appearing to be 'W. Sadler'.

William T. Sadler Jr., P.E., P.S.M.
President
Sea Diversified, Inc.

Approved this ____ day of _____, 2021

Mr. Steve Foge, P.E. or Authorized
Humiston & Moore Engineers Representative

FIRST AMENDMENT TO AGREEMENT #18-7432-CZ

FOR

PROFESSIONAL SERVICES LIBRARY-COASTAL ENGINEERING CATEGORY

THIS AMENDMENT, made and entered into on this 5/7/2020 (date), by and between **Humiston & Moore Engineers, P.A.** (the "Consultant") and **Collier County**, a political subdivision of the State of Florida, (the "County"):

WHEREAS, on March 10, 2020 (Agenda Item 16.E.4), the County entered into an Agreement with Consultant for professional coastal engineering services to be used by County departments; and

WHEREAS, the parties desire to amend the Agreement to revise Article One, Consultant's Responsibility, Section 1.3 with modified language and to replace Exhibit B-Attachment 1, Rate Schedule in its entirety to reflect the correct negotiated rates between Consultant and County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

Words ~~Struck Through~~ are deleted; Words Underlined are added

* * * * *

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

* * * * *

1.3 All Services to be performed by the CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. The form of the Work Order is set forth in attached Schedule A. Reference to the term "Work Order" herein, with respect to authorization of Services, includes all written Amendments or Change Orders to any particular Work Order. The CONSULTANT acknowledges and agrees that each individual Work Order shall not exceed \$200,000 or the maximum sum allowable by law under Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, whichever is greater, and agreed upon by the parties unless otherwise approved in writing by the Board of County Commissioners. Work order assignments for CCNA contracts shall be made in accordance with the current Procurement Ordinance, as amended.

* * * * *



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SCHEDULE B-ATTACHMENT 1
RATE SCHEDULE

Title	Hourly Rate
Principal	\$231
Senior Project Manager	\$203
Project Manager	\$160
Senior Engineer	\$177
Engineer	\$130
Senior Inspector	\$126
Inspector	\$93
Senior Planner	\$150
Planner	\$120
Senior Designer	\$140
Designer	\$105
Environmental Specialist	\$120
Senior Environmental Specialist	\$167
Scientist/Geologist	\$115
Senior Scientist/Geologist	\$153
Marine Biologist/Hydrogeologist	\$120
Senior Marine Biologist/Hydrogeologist	\$145
Senior GIS Specialist	\$155
GIS Specialist	\$115
Clerical/Administrative	\$73
Senior Technician	\$103
Technician	\$83
Surveyor and Mapper	\$125
CADD Technician	\$107
Survey Crew - 2 man	\$145
Survey Crew - 3 man	\$180
Survey Crew - 4 man	\$215
Senior Architect	\$160
Architect	\$125

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Hourly rates for additional categories required to provide particular project services shall be mutually agreed upon by the County and firm, in writing, on a project by project basis, as needed, and will be set forth in the Work Order agreed upon by the parties.

Grant Funded: The above rates are for purposes of providing estimate(s), as required by the grantor agency.

* * * * *

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

**BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA**

**CONTRACTOR:
HUMISTON & MOORE ENGINEERS, P.A.**

DocuSigned by:
Sandra Herrera
By: _____
3ECCC8279B554F5...
Sandra Herrera Procurement Director
Procurement Services Division

5/7/2020

↑Date Signed↑

DocuSigned by:
Brett D. Moore
By: _____
85DCB657988A4DE...
Signature

Brett D. Moore

↑Full Name↑

President

↑Title↑

5/6/2020

↑Date Signed↑

Approved as to Form and Legality:

DocuSigned by:
Scott R. Teach

A6D6597943DC414...
County Attorney

Scott R. Teach

5/7/2020

Print Name



Collier County Board of County Commissioners
 Procurement Services Division
 Phone: 239-252-8407
 Fax: 239-732-0844
 Tax Exempt: 85-8015966531C-1



Send all Invoices to:

Collier County Board of County Commissioners
 Attn: Accounts Payable
 3299 Tamiami Trl E Ste 700
 Naples FL 34112-5749
 OR email to: bccapclerk@collierclerk.com

Purchase Order number must appear on all related correspondence, shipping papers and invoices:

Purchase order		
PO Number	4500215649	Date 12/01/2021
Contact Person	Coastal Zone Mang	

Vendor # 101492

HUMISTON & MOORE ENGINEERS PA
5679 STRAND CT
NAPLES FL 34110

Please deliver to:
GROWTH MANAGEMENT DIVISION C&M
Attn: COASTAL ZONE MANAGEMENT
2685 South Horseshoe Dr Ste 103
NAPLES FL 34104

Delivery Date: 09/30/2022

Terms of Payment Net 28 days (20 business days)

Item	Material	Description	Order Qty	Unit	Price Per Unit	Net Value
00010		CON Task 1a Collier Beach Survey LS	13,220	EA	1.00	13,220.00
00020		CON Task 1b Collier Beach Survey LS	2,650	EA	1.00	2,650.00
00030		CON Task 1c Collier Bch Reporting TM	26,528	EA	1.00	26,528.00
00040		CON Task 2a Wiggins Pass Survey LS	31,750	EA	1.00	31,750.00
00050		CON Task 2b Wiggins Pass Reporting TM	12,688	EA	1.00	12,688.00
00060		CON Task 3a Doctors Pass Survey LS	11,500	EA	1.00	11,500.00
00070		CON Task 3b Doctors Pass Reporting TM	9,318	EA	1.00	9,318.00
00080		CON Task 4a S. Marco Beach Survey LS	15,530	EA	1.00	15,530.00
00090		CON Task 4b S. Marco Reporting TM	7,601	EA	1.00	7,601.00
00100		CON Task 5a C. Marco Beach Survey LS	7,605	EA	1.00	7,605.00
00110		CON Task 5b C. Marco Beach Reporting TM	9,673	EA	1.00	9,673.00
00120		CON Task 6a Doctors Pass Survey LS	9,900	EA	1.00	9,900.00
00130		CON Task 6b Doc. Pass Reporting TM	8,894	EA	1.00	8,894.00
00140		CON Task 7 Aerials TM	3,603	EA	1.00	3,603.00

Total net value excl. tax USD	170,460.00
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VENDOR Terms and Conditions

The VENDOR agrees to comply with all Purchase Order Terms and Conditions as outlined on the Collier County Procurement Services Division site: <http://www.colliercountyfl.gov/home/showdocument?id=74077>, including delivery and payment terms. Further the VENDOR agrees to:

1. Provide goods and services outlined in this Purchase Order with the prices, terms, delivery method and specifications listed above.
2. Notify department Immediately if order fulfillment cannot occur as specified.
3. Send all invoices to:

Collier County Board of County Commissioners
 Attn: Accounts Payable
 3299 Tamiami Trl E Ste 700
 Naples FL 34112-5749
 OR email to: bccapclerk@collierclerk.com

The Purchase Order is authorized under direction of Collier County Board of County Commissioners by:

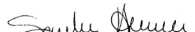
 Sandra Herrera, Director, Procurement Services Division

EXHIBIT “B”

SCOPE OF WORK Humiston & Moore Engineers May 12, 2023

The Scope of Work is to provide continued technical support and project management of the City of Sanibel’s beach nourishment projects in accordance with the City’s State and FEMA funding following the impact from Hurricane Ian (storm) in September 2022.

Task I. 2023-2024 Sanibel Island Post Hurricane Ian Beach Fill Project

The following subtasks will be provided consistent with the scope provided to FEMA as part of the funding request for an emergency berm project and work necessary for implementation of the State grant for beach fill. LS refers to Lump Sum and T&M refers to Time and Materials.

a) Design Survey – Pre-construction:

Humiston & Moore Engineers (H&M) will coordinate with Subconsultant Sea Diversified, Inc. (SDI) and collect and process updated beach profile data for purposes of developing design of beach fill. Survey data will extend sufficiently landward for profile closure on post storm surveys completed in 2022 and extend seaward to wading depth near -3 to -4 feet NAVD. These surveys will include data collection for one hundred and twenty-seven (127) beach profiles and subsequent data processing. Survey data collection will also include updating conditions of the washout gullies. Survey protocol will be consistent with post storm data set and a copy of the data and beach profiles will be provided to the City. A surveyor’s certification meeting DEP beach monitoring protocol will be provided.

Budget I(a): \$70,000 (LS)

b) Project Design, Plans, Bid Documents, Permits, Pre-Bid Documents:

H&M will evaluate existing post storm data and updated pre-construction data to develop preliminary beach fill plans. The beach fill will be designed to remain upland of Mean High Water (MHW) and taper toward the existing berm and dune profile. Initial review with City staff will determine specific areas of beach fill interest and priorities. H&M will assist City staff in development of Temporary Easements as deemed necessary, as well as sand mine coordination.

Upon acceptance of preliminary plans, final plans will be developed for coordination with the state Department of Environmental Protection (DEP) and FEMA as necessary to ensure compliance with funding agreements and for preparation of Bid Documents and development of Preliminary Opinion of Probable Costs. H&M will prepare Project Bid Schedule and Technical Specifications for review and acceptance by the City to support selection of a contractor(s) in accordance with the City’s Purchasing Policy.

Budget I(b): \$60,000 (LS)

c) Construction:

H&M will coordinate with City staff and selected Contractor(s) in addressing specific Work Plan requirements within the Technical Specifications and to construct the project. H&M staff will assist City staff in providing construction observation services, review of progress pay requests, and assist the City in project management. This estimate is based on a 5-month duration and management of a project.

Budget I(c): \$120,000 (T&M)

EXHIBIT "B"

d) Post Construction Survey

H&M will coordinate with City staff and Subconsultant SDI to obtain and process post-construction wading depth surveys and washout areas to match pre-construction survey scope. A copy of the survey data and surveyor's certification will be provided to City staff.

Budget I(d): \$70,000 (LS)

e) Post Construction Report

H&M will prepare post-construction report to include verification of fill placement, post-construction surveys, and certification of compliance with DEP technical Rule criteria for sand. A copy of this report will be provided to City staff.

Budget I(e): \$15,000 (LS)