

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **9th day of January, 2008**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **Boyle Engineering, Corp** authorized to do business in the State of Florida, whose business address is **4415 Metro Parkway, Fort Myers, FL 33916**, hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONSULTANT concerning certain **Cove Stormwater Pumping Station Improvements** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and
WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required for the Project.

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. CONSULTANT shall provide to OWNER **design, permitting, and preparation of bid & construction documents** in all phases of the Project to which this Agreement applies.

1.2. The Basic Services to be performed by CONSULTANT hereunder are set forth in the Scope of Services described in detail in Exhibit A. The total compensation to be paid CONSULTANT by the OWNER for all Basic Services is set forth in Article Five and Exhibit B, "Basis of Compensation", which is attached hereto and incorporated herein.

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

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

1.5. CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project

manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be 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. Within five (5) calendar days from the Notice to Proceed issued by the OWNER to the CONSULTANT, the CONSULTANT shall deliver to the OWNER a written statement, executed by the proper officers of the CONSULTANT, acknowledging that the Project Manager shall have full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the OWNER.

1.6. CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the OWNER, to promptly remove and replace the Project Manager, 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, whom the OWNER shall request in writing to be removed, which request may be made by the OWNER with or without cause.

1.7. The CONSULTANT has represented to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

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

1.9. CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the OWNER.

1.10. Evaluations of the OWNER'S Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, CONSULTANT shall revise and modify Construction Documents and assist in the rebidding of the Work at no additional cost to OWNER, if all responsive and responsible bids exceed the

estimates of construction costs prepared by CONSULTANT.

1.11. CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

1.12 CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement.

- (a) For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council.
- (b) For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director.
- (c) In the event CONSULTANT violates the provisions of this paragraph, CONSULTANT shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from OWNER, whichever is greater.

1.13 CONSULTANT agrees not to provide services for compensation to any other party other than OWNER on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of OWNER.

1.14 Except as otherwise provided herein, CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of CONSULTANT'S contractual relationship with OWNER for the special gain or benefit of CONSULTANT or for the special gain or benefit of any other person or entity.

ARTICLE TWO ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional

Services of the types listed in Article Two herein. These services will be paid for by OWNER as indicated in Article Five and Exhibit B. The following services, if not otherwise specified in Exhibit A as part of Basic Services, shall be Additional Services:

2.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans, bond issues or advances in connection with the Project.

2.2. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.3. Preparation and submission of information to and necessary consultations with Collier County, Florida Department of Environmental Protection, Florida Department of Transportation, South Florida Water Management District, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by CONSULTANT hereunder as set forth in the Exhibit A Scope of Services.

2.4. Providing renderings or models for OWNER's use.

2.5. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.

2.6. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by CONSULTANT hereunder.

2.7. Services during out-of-town travel required of CONSULTANT and directed by OWNER, other than visits to the Project site or OWNER's office.

2.8. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

2.9. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.

2.10. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

2.11. Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, or

other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

2.12. Additional services rendered by CONSULTANTS in connection with the Project, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted Comprehensive Planning practice.

ARTICLE THREE OWNER'S RESPONSIBILITIES

3.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator 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 hereunder;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONSULTANT.

3.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;

(b) Provide all criteria and information requested by CONSULTANT as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

(c) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the OWNER'S possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project

(d) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

(e) Provide notice to CONSULTANT of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONSULTANT hereunder.

3.3. CONSULTANT acknowledges that access to the Project Site, to be arranged by OWNER for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

3.4. OWNER shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

ARTICLE FOUR TIME

4.1. Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and shall be performed and completed **within 365 days from Notice To Proceed** in accordance with the Project Schedule attached hereto and made a part hereof as Exhibit C. Time is of the essence with respect to the performance of this Agreement.

4.2. Should CONSULTANT be obstructed or delayed in the prosecution or completion of its 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 God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONSULTANT's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within six months of the date hereof, the CONSULTANT's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT after expiration of said six month period.

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

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the OWNER for services rendered hereunder by CONSULTANT shall be **not-to-exceed \$344,533.00** as prescribed in Exhibit B, entitled "Basis of Compensation", which is attached hereto and made a part hereof.

ARTICLE SIX OWNERSHIP OF DOCUMENTS

6.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of OWNER. CONSULTANT, at its own expense, may retain copies for its files and internal use. OWNER agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorneys fees incurred by CONSULTANT due to the OWNER's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project unless such use is authorized by CONSULTANT.

6.2. With respect to and in consideration for the indemnification provided by OWNER in paragraphs 6.1. above, CONSULTANT agrees to pay to OWNER \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

ARTICLE SEVEN MAINTENANCE OF RECORDS

7.1. 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 the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall 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; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE EIGHT INDEMNIFICATION

8.1. The CONSULTANT (or Design Professional) agrees to indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by Consultant in the performance of the contract.

8.2. CONSULTANT acknowledges that the general conditions of any contract shall include language,

satisfactory to the OWNER's attorney, in which the contractor agrees to hold harmless and to defend OWNER, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.

ARTICLE NINE INSURANCE

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

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 OWNER. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

ARTICLE ELEVEN WAIVER OF CLAIMS

11.1. CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONSULTANT.

ARTICLE TWELVE TERMINATION OR SUSPENSION

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

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

12.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

12.4. Upon termination, the CONSULTANT shall deliver to the OWNER all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

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

12.6. In the event of termination or suspension under this article, the City agrees to pay for all services rendered under the scope up to the date of termination or suspension

ARTICLE THIRTEEN TRUTH IN NEGOTIATION REPRESENTATIONS

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

13.2. In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Exhibit E, stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the Agreement. The CONSULTANT agrees that the original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the Agreement price 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 this Agreement.

**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 the parties unless in writing and executed by the party or parties intended to be bound by it.

**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 OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following

OWNER's address of record:
City Council
City of Naples
735 Eighth Street South
Naples, FL 34102-3796
Attention: City Manager

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

CONSULTANT's address of record:
4415 Metro Parkway
Ft. Myers, FL 33916
Attn: Robert H. Garland, P.E.

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. CONSULTANT, in representing OWNER, shall promote the best interest of OWNER and

assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

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

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

17.4. Waiver 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, Exhibits, 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, Exhibits, Parts and Attachments.

17.6. This Agreement, 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. CONSULTANT/CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONSULTANT/CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as Exhibit "F".

ARTICLE EIGHTEEN APPLICABLE LAW

18.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing 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 Florida state court in Collier County, Florida.

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

ATTEST:

OWNER:
CITY OF NAPLES, FLORIDA,
A MUNICIPAL CORPORATION

By: _____
City Clerk

By: _____
City Manager

Approved as to form and
legal sufficiency:

Robert D. Pritt, City Attorney

CONSULTANT:
Boyle Engineering Corporation

By: _____
Robert H. Garland, P.E.

(CORPORATE SEAL)

witness

EXHIBIT A

The scope of services for the planning and design of the Cove Stormwater Pump Station Improvements will be completed under the following Task Groups:

- Task Group 1: Project Management
- Task Group 2: Permitting
- Task Group 3: Preliminary Design
- Task Group 4: Detailed Design
 - Task Group 4A - 60 Percent Design
 - Task Group 4B: 90 Percent Design
 - Task Group 4C: 100 Percent Design

TASK GROUP 1 – PROJECT MANAGEMENT

The CONSULTANT will designate a Project Manager to be responsible for the administration and coordination of the project during the planning and design of the Cove Stormwater Pumping Station Improvements. The Project Manager will be responsible for communication with the OWNER and written correspondence. The Project Management task will include the following:

- Preparation of a Project Management Plan
- Monitoring progress of the work and preparation of progress reports
- Participation in project progress meetings and preparation of meeting minutes

TASK GROUP 2 - PERMITTING

This Task includes completing permit applications required for implementation of the recommended improvements. The CONSULTANT will prepare and submit permit applications and respond to Requests for Information. Anticipated permits include:

- City of Naples SDP/SIP Permit.
- SFWMD revised operating Permit

TASK GROUP 3 - PRELIMINARY DESIGN

The main objective of the Preliminary Design is to establish the basis of design for the Cove Stormwater Pump Station. The Preliminary Design will include a topographic survey of the existing Pump Station site, an evaluation on the areas of concern identified above, and preparation of a Basis of Design Report.

The topographic survey of the existing Pump Station site will consist of the following:

- Incorporate available information of existing property lines, public right-of-ways & easement information from the OWNER's Engineering Department.
- Coordinate with the OWNER's Department of Public Works, Utilities Administration to locate possible conflicts with the existing water distribution and wastewater collection piping systems.
- Perform topographic and existing condition survey within the anticipated project site boundary, including the Cove Stormwater Pump Station
- Prepare a CAD file of the topographic and existing condition survey to be utilized for the existing and proposed site plan.

A Basis of Design Report will be prepared to document the recommended design for the Cove Stormwater Pump Station. This Report will address requirements in the Florida Administrative Code (FAC) 62-25, Regulation of Stormwater Discharge and include sufficient detail such that the Report can be submitted with an Application for a Stormwater Operating Permit to the SFWMD. The Report will include:

- Project Description
- Existing and proposed Site Plan of the Cove Stormwater Pump Station Improvements.
- Evaluation of pump building security and ventilation improvements
- Evaluation of pump controls and SCADA and telemetry system
- Evaluation of existing pump replacement. Consider the use of different pump capacities.
- Evaluation of electric motors versus replacement of existing diesel engine and right-angle gear drivers. The electric motors would be furnished with variable frequency drives (VFDs) and a standby power generator.

- Evaluation of current pump station operating schedule. Modifications to the schedule will be included in the new permit application for the pump station improvements.
- Evaluation of the pump station outfall pipes, header wall, and flap gates
- Evaluation of automatically cleaned bar screens for stormwater debris removal
- Written description of the recommended improvements and ancillary facilities with supporting literature and manufacturer's product information
- Description of additional investigations for final design, if needed
- Estimate of Probable Construction Cost (EPCC)
- Description of construction matters and project schedule
- Required Permits/Approvals

It is unknown at this time whether or not the OWNER will proceed with installation of an automatically cleaned bar screen upstream of the Pump Station. The preliminary design will evaluate the feasibility and cost of this alternative improvement. Additional investigations, such as a subsurface soil investigation, may be needed depending on whether the City chooses this alternative to complete the final design. The estimated fee to complete the subsurface soil investigation is included in the project budget.

A draft Basis of Design Report will be prepared and submitted to the OWNER for review and comment. After meeting with the OWNER staff and addressing the OWNER's comments, a final Basis of Design Report will be submitted to the OWNER and the SFWMD.

TASK GROUP 4 - DETAILED DESIGN

The detailed design will be initiated after approval of the Basis of Design Report. The construction plans will be prepared in electronic format on 22-inch by 34-inch drawings using AutoCAD 2007. The technical specifications will be prepared in Construction Specifications Institute (CSI) format using MS Word. The Information for Bidders, Form of Contract, and General and Supplementary Conditions will be in accordance with the OWNER's standard construction bid documents. The design will consist of 60-, 90, and 100-Percent Complete Submittals. The estimated fee to complete the detailed design assumes that the following design features are included:

- Cove Stormwater Pumping Station improvements.
- Existing diesel engine and right angle gear drives will be replaced with electric motors and VFDs and a standby power generator.

- Installation of automatically cleaned bar screens upstream of the Cove Pumping Station for debris removal. The bar screen structure may include a new submersible stormwater pump station for return flow to the head of a future wet/dry detention basin.
- The header wall and flap gates for the pump station outfall pipes will be replaced
- Subsurface soil investigation will include 1 standard penetration test (SPT) boring for the Cove Stormwater Pumping Station improvements and bar screen

TASK GROUP 4A – 60 PERCENT DESIGN

The CONSULTANT will complete the following activities resulting in the submission and review of a 60-percent design submittal:

- Prepare five copies of 60-percent design drawings and specifications: Based upon the concepts presented in the Basis of Design Report (30-percent) submittal, comments received from the OWNER's staff, and the completion of the 30-percent design review meeting, CONSULTANT will prepare the 60-percent design submittal.
- The contract drawings will include site plans and outside piping layout, mechanical plans and sections, operational and control descriptions of major equipment and process and instrumentation diagrams (P&ID), and subsurface soil investigation report. The estimated fee to complete a subsurface soil investigation is included in the project budget. The specifications will include Division 1 and all major equipment specifications.
- Contact Sunshine State One Call of Florida (SSOCF) to identify utility companies who operate inside the project area and request markup of their existing underground utilities.
- Attend a 60-percent design review meeting to discuss the contents and concepts of the submittal and receive the OWNER's comments. Prepare meeting minutes for distribution to all meeting attendees.

TASK GROUP 4B – 90 PERCENT DESIGN

The CONSULTANT will complete the following activities resulting in the submission and review of a 90-percent design submittal:

- Prepare five copies of the 90-percent design drawings and specifications: Based upon comments received from the OWNER's staff on the 60-percent design review, CONSULTANT will prepare the 90-percent design submittal.
- Prepare an updated EPCC to be submitted with the 90-percent design submittal. In preparing the opinion of probable construction cost, we will rely on equipment supplier

price quotes, Means construction cost data, and recent bid tabulations for similar work and adjusted for inflation.

- Prepare an updated project schedule for inclusion with the 90-percent design submittal.
- Attend a 90-percent design review meeting to discuss the contents and concepts of the submittal and to receive the OWNER's comments. Prepare meeting minutes for distribution to all meeting attendees.

TASK GROUP 4C – 100 PERCENT DESIGN

The CONSULTANT will complete the following activities resulting in the submission and review of a 100-percent design submittal:

- Prepare five copies of the 100-percent design drawings and specifications: Based upon comments received from the OWNER's staff on the 90-percent design review, CONSULTANT will prepare the 100-percent design submittal.
- Prepare updated (Final) EPCC to be submitted with the 100-percent design submittal.
- Prepare an updated project schedule for inclusion with the 100-percent design submittal.
- Based upon the comments received from OWNER's staff on the 100% design submittal, CONSULTANT will finalize the contract documents and provide the bid documents for bidding the project. A CD with the AutoCAD drawing files and MS Word specification files will also be submitted to the OWNER.

D. DELIVERABLES

CONSULTANT will use OWNER's standard details and standard technical specifications for construction of utilities. The CONSULTANT will provide the following deliverables:

- Five (5) copies of the draft Basis of Design Report
- Five (5) copies of the final Basis of Design Report
- Five (5) copies of the 60% complete construction drawings, and technical specifications, for review by the OWNER.
- Five (5) copies of the 90% complete construction drawings, bid form, and technical specifications, and opinion of probable construction cost for final review by the OWNER.
- 100% bid-ready construction drawings, bid form, technical specifications, and opinion of probable construction cost and project manual for OWNER's use in distributing to

potential bidders. The bid-ready drawings and technical specifications will be provided on computer disk in PDF format.

- Completed permit applications

All text-oriented deliverables will be provided in electronic format using Microsoft WORD (version 2000 or higher) and all drawings will be provided in AutoCAD (version 2006 or newer). CONSULTANT will not be responsible for integrity of electronic files with compatibility on future software versions.

EXHIBIT B
BASIS OF COMPENSATION

B.1.1. As consideration for providing Basic Services as set forth herein in Exhibit A, OWNER agrees to pay, and CONSULTANT agrees to accept, the lump sum fees as shown on Attachment A entitled "Schedule Fees for Basic Services".

B.1.2. Payment For Basic Services under Exhibit A shall be paid on a monthly progress payment basis for work satisfactorily completed pursuant to the scope of services.

B.2.2. Reimbursable costs shall mean the actual expenditures made by the CONSULTANT while providing Basic Services under Part A.7 or Additional Services, in the interest of the Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by CONSULTANT and directed by OWNER, other than visits to the Project Site or OWNER's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Parts A.2, A.3, A.4, of Basic Services;
- (c) when authorized in advance by OWNER, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by OWNER.

B.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph B.2.2, such as:

- (a) expenses for transportation and subsistence;
- (b) overhead, including field office facilities;
- (c) overtime not authorized by OWNER; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

B.3.1. In no case shall the lump sum figures on Attachment A be exceeded without a change in the scope of the project being approved by the City Council for the City of Naples.

B.3.2. Detailed Construction Observation work performed under Part A.7. and Additional Services, shall be paid as substantiated to the limits shown in Attachment C, but not to exceed the sum of those figures without execution of an appropriate Agreement amendment.

B.3.3. Payments will be made for services rendered, no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the purchase order by which authority the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by OWNER.

B.3.4. CONSULTANT acknowledges that Attachment A - Schedule of Fees for Basic Services, Attachment B - Consultant's Employee Hourly Rate Schedule, and Attachment C - Consultant's Estimate of Additional Services, each attached to this Exhibit B are incorporated herein and, will be the basis for OWNER's budgeting, authorizing and monitoring of expenditures under this Agreement.

B.3.5. As compensation for coordinating subconsultant activities for OWNER, CONSULTANT shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered under Part A.7 and Additional Services. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Parts A.2, A.3, A.4, A.5 and A.6 of Exhibit A.

END OF EXHIBIT B.

REVISED 9/19/07

EXHIBIT B - ATTACHMENT A
SCHEDULE OF FEES FOR BASIC SERVICES

Task	Fee/Budget
TASK GROUP No. 1 – PROJECT MANAGEMENT	\$43,876.00
TASK GROUP No. 2 – PERMITTING	\$14,553.00
TASK GROUP No. 3 – PRELIMINARY DESIGN	\$88,713.00
TASK GROUP No. 4A – 60 PERCENT DESIGN	\$95,789.00
TASK GROUP No. 4B – 90 PERCENT DESIGN	\$81,091.00
TASK GROUP No. 4C – 100 PERCENT DESIGN	\$20,511.00
TOTAL	\$344,533.00

EXHIBIT B - ATTACHMENT B
CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE

SEE ATTACHMENT

Attachment A - Schedule of Fees for Basic Services

Cove Stormwater Pumping Station Improvements
Project Budget - Pump Station Only

City of Naples

Task Description	Personnel Hours								Total Hours	Labor	Subconsultant	Budget			Total
	Principal	Senior II Engineer	Associate Engineer	Asst. II Engineer	Senior RPR	Cadd Operator III	Admins. Support II					Other Direct Costs	Total Non-Labor		
Task Group 1: Project Management															
1. Project Management Plan	8	16		24		8	8		64	\$ 7,576				\$ -	\$ 7,576
2. Monitor progress and prepare Progress Status Reports	40	40		72		16	16		200	\$ 24,136				\$ -	\$ 24,136
3. Meetings, including meeting minutes (4 Meetings)	16	48							80	\$ 11,664			\$ 500	\$ 500	\$ 12,164
Subtotal	64	104		96		8	72		344	\$ 43,376			\$ 500	\$ 500	\$ 43,876
Task Group 2: Permitting															
1. SNOWD Revised operating permit	5	18	18	12		20	4		77	\$ 9,065			\$ 1,000	\$ 1,000	\$ 10,065
2. City of Naples permitting	2	8		16		8	2		36	\$ 3,988			\$ 500	\$ 500	\$ 4,488
Subtotal	7	26	18	28		28	6		113	\$ 13,053			\$ 1,500	\$ 1,500	\$ 14,553
Task Group 3: Preliminary Design															
1. Topographic Survey	2	2							4	\$ 716	\$ 7,500			\$ 750	\$ 8,966
2. L&C	4	4							4	\$ 612	\$ 6,100			\$ 610	\$ 7,322
3. HVAC	2	2							2	\$ 306	\$ 2,400			\$ 240	\$ 2,946
4. Architectural	24	24							48	\$ 6,432				\$ -	\$ 6,432
5. Electrical	38	16							57	\$ 7,849				\$ 200	\$ 8,049
6. Structural	36	40							68	\$ 10,356				\$ 200	\$ 10,556
7. Civil Mechanical	16	40		120		40	8		224	\$ 24,760				\$ -	\$ 24,760
8. Estimate of Probable Construction Cost	4	8		24					36	\$ 4,276				\$ -	\$ 4,276
9. Draft BODR	4	16		48		16			84	\$ 8,772			\$ 500	\$ 500	\$ 9,272
10. BODR review workshop	8	8							16	\$ 2,864				\$ -	\$ 2,864
11. Final BODR	2	4		16					26	\$ 2,770				\$ 500	\$ 3,270
Subtotal	72	146	40	240		40	31		569	\$ 69,713	\$ 16,000		\$ 3,000	\$ 19,000	\$ 88,713
Task Group 4: 60% Design															
1. Geotechnical Investigation		2							2	\$ 306	\$ 2,250			\$ 229	\$ 2,825
2. L&C		2							2	\$ 306	\$ 4,000			\$ 400	\$ 4,706
3. HVAC		2							2	\$ 306	\$ 2,000			\$ 200	\$ 2,506
4. Architectural (2 drawings)		4		16		16	4		40	\$ 3,832				\$ -	\$ 3,832
5. Electrical		4		44		34	6		126	\$ 15,080				\$ 200	\$ 15,280
6. Structural	46	42		55		106	3		252	\$ 30,918				\$ 200	\$ 31,118
7. Civil Mechanical (5 drawings)	10	30		100		120	20		280	\$ 26,280				\$ -	\$ 26,280

Cove Stormwater Pumping Station Improvements
Project Budget - Pump Station Only

Attachment A - Schedule of Fees for Basic Services

City of Naples

Task Description	Personnel Hours						Budget						
	Principal	Senior II Engineer	Associate Engineer	Assist. II Engineer	Senior RPR	Cadd Operator III	Admits Support II	Total Hours	Labor	Subconsultant	Other Direct Costs	Total Non-Labor	Total
8. Submit 60% design documents	2	4		8			4	22	2,394		500	500	2,894
9. 60% design review workshop	8	16					4	28	4,348				4,348
Subtotal	66	146	42	179	-	280	41	764	85,770	8,290	1,729	10,019	98,789
Task Group 5: 90% Design													
1. I&C	4							4	612	6,500	650	7,150	7,762
2. HVAC	2							2	306	3,500	350	3,850	4,156
3. Architectural	16			40		48	8	112	11,104				11,104
4. Electrical	40	20	55	20		40	8	154	18,378		200	200	18,578
5. Structural	4	10	30	20		50	1	131	17,785		200	200	17,985
6. Civil Mechanical	4	8	40	40		30	10	84	8,550				8,550
7. Updated estimate of probable construction cost	2	4		8		4	4	22	2,394		500	500	2,894
8. Submit 90% design documents	8	16						28	4,348				4,348
9. 90% design review workshop													
Subtotal	58	131	55	138	-	172	35	589	69,191	10,000	1,900	11,900	81,091
Task Group 6: 100% Design													
1. I&C	2							2	306	2,000	200	2,200	2,500
2. HVAC										1,000	100	1,100	1,100
3. Architectural	8			8		8	2	20	1,916				1,916
4. Electrical	6	12	8	8		6	2	24	2,826				2,826
5. Structural	2	4	10	10		26	1	53	6,267				6,267
6. Civil Mechanical	2	4	4	4		10	2	28	3,002				3,002
7. Submit 100% design documents	10	32	8	34		54	11	149	16,711	3,000	800	3,800	20,511
Subtotal	277	585	163	715	-	582	196	2,518	297,814	37,890	9,429	46,719	344,533

Amounts shown are fee.

Personnel Category: \$/HR
 Principal \$205.00
 Senior II Engineer \$153.00
 Associate Engineer \$115.00
 Assist. II Engineer \$93.00

Attachment A - Schedule of Fees for Basic Services

**Cove Stormwater Pumping Station Improvements
Project Budget - Pump Station Only**

City of Naples

Task Description	Personnel Hours									Budget			
	Principal	Senior II Engineer	Associate Engineer	Asst. II Engineer	Senior RPR	Cadd Operator III	Adminis. Support II	Total Hours	Labor	Subconsultant	Other Direct Costs	Total Non-Labor	Total
								Senior RPR \$110.00 Cadd Operator III \$92.00 Adminis. Support II \$65.00					

EXHIBIT B - ATTACHMENT C
CONSULTANT'S ESTIMATE OF ADDITIONAL SERVICES
SEE HOURLEY RATE SCHEDULE

EXHIBIT C
PROJECT SCHEDULE

PROJECT TO BE COMPLETED WITH IN 12 MONTHS.

Task	Task Completion Schedule
TASK GROUP No. 1 – PROJECT MANAGEMENT	Over duration of Contract
TASK GROUP No. 2 – PERMITTING	Within 295 days from NTP.
TASK GROUP No. 3 – PRELIMINARY DESIGN	Within 120 days from NTP.
TASK GROUP No. 4A – 60 PERCENT DESIGN	Within 210 days from NTP.
TASK GROUP No. 4B – 90 PERCENT DESIGN	Within 280 days from NTP.
TASK GROUP No. 4C – 100 PERCENT DESIGN	Within 295 days from NTP.

EXHIBIT D
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.
- (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 work until the date of completion and acceptance of the Project by the Owner or as specified in this Agreement, whichever is longer.
- (4) Certificates of insurance (3 copies) acceptable to the Owner shall be filed with the Owner within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.
- (5) All insurance coverages of the Contractor/Consultant/Professional shall be primary to any insurance or self insurance program carried by the Owner applicable to this Project.
- (6) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.
- (7) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by the Owner.
- (8) Should at any time the Contractor/Consultant/Professional not maintain the insurance coverages required herein, the Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- (9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Consultant shall furnish to the City of Naples, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the City of Naples with such renewal certificate(s) shall be considered justification for the City of Naples to terminate the Agreement.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Required by this Agreement? (check one) Yes No

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

- a. Worker's Compensation - Florida Statutory Requirements
- b. Employers' Liability (check one)

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

\$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

- (2) The insurance company shall waive its Rights of Subrogation against the Owner and the policy shall be so endorsed.
- (3) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. (check one)

Applicable Not Applicable

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

Applicable Not Applicable

COMMERCIAL GENERAL LIABILITY

Required by this Agreement? (check one) Yes No

(1) Commercial General Liability Insurance shall be maintained by the Contractor/Consultant/Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the Owner of the work under this Agreement. Limits of Liability shall not be less than the following: (check one)

<input type="checkbox"/> General Aggregate	\$300,000	
Products/Completed Operations Aggregate		\$300,000
Personal and Advertising Injury	\$300,000	
Each Occurrence	\$300,000	
Fire Damage	\$ 50,000	
<input type="checkbox"/> General Aggregate	\$500,000	
Products/Completed Operations Aggregate		\$500,000
Personal and Advertising Injury	\$500,000	
Each Occurrence	\$500,000	
Fire Damage	\$ 50,000	
<input checked="" type="checkbox"/> General Aggregate	\$1,000,000	
Products/Completed Operations Aggregate		\$1,000,000
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage	\$ 50,000	

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you."

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

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

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

(6) Watercraft Liability coverage shall be carried at the limits shown above if applicable to the completion of the work under this Agreement. (check one)

Applicable Not Applicable

(7) Aircraft Liability coverage shall be carried at limits of \$2,000,000 each occurrence if applicable to the completion of the work under this Agreement. (check one)

Applicable Not Applicable

PROPERTY INSURANCE - BUILDERS RISK

(1) Property Insurance - Builders Risk coverage shall be carried by the Owner if applicable. (check one)

Applicable Not Applicable

(2) The Owner shall purchase and maintain in a company or companies lawfully authorized to do business in the State of Florida, in the City of Naples, and in Collier County, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors and Material Suppliers in the Work.

(3) Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, wind and hail, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and, at the Owner's option, shall cover reasonable compensation for Professional's services and expenses required as a result of such insured loss. At the Owner's option, flood insurance will also be purchased.

(4) The property insurance provided by the Owner requires minimum deductibles and the Contractor shall pay costs not covered by the deductibles. The responsibility of the Contractor for any deductible associated with the all-risk policy described above shall be limited to a maximum of \$1,000 for each occurrence unless higher deductibles are identified in Exhibit C of the Contract Documents. The responsibility of the Contractor for any deductible associated with the flood insurance identified herein, if purchased by the Owner, shall be limited to a maximum of \$1,000 for each occurrence unless higher deductibles are identified in Exhibit C of the Contract Documents.

(5) This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

(6) Boiler and Machinery Insurance. The Owner shall have the option of purchasing and maintaining boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. If purchased this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work.

(7) Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Professional, Professional's consultants, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide waivers of subrogation by endorsement or otherwise.

(8) A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear.

(9) If Builders Risk coverage is applicable the Contractor shall be responsible for the following maximum deductibles per occurrence per paragraph (3) above. (check one)

- All Risk Policy - \$1,000 maximum deductible
- All Risk Policy - Maximum deductible of \$_____
- Flood Policy - \$1,000 maximum deductible
- Flood Policy - Maximum deductible of \$_____

AUTOMOBILE LIABILITY INSURANCE

Required by this Agreement? (check one) Yes No

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

- Bodily Injury & Property Damage - \$ 500,000
- Bodily Injury & Property Damage - \$1,000,000

(2) The Owner shall be named as an Additional Insured under the policy.

UMBRELLA LIABILITY

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

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

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

PROFESSIONAL LIABILITY INSURANCE

Required by this Agreement? (check one) Yes No

(1) Professional Liability Insurance shall be maintained by the Consultant to insure its legal liability for claims arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than: (CHECK ONE)

\$ 500,000 each claim and in the aggregate

\$1,000,000 each claim and in the aggregate

\$2,000,000 each claim and in the aggregate

\$ _____ each claim and in the aggregate

(2) Any deductible applicable to any claim shall be the sole responsibility of the Consultant and shall not be greater than \$50,000 each claim.

(3) 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 Owner.

END OF EXHIBIT D.

EXHIBIT E

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, **Boyle Engineering Corporation**, hereby certifies that wages, rates and other factual unit costs supporting the compensation for the comprehensive planning services of the CONSULTANT to be provided under the Professional Services Agreement, concerning **Cove Stormwater Pumping Station Improvements** are accurate, complete and current as of the time of contracting.

Boyle Engineering Corporation

By: _____
Robert H. Garland, P.E.

EXHIBIT "F"

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of the **Boyle Engineering Corporation** ("the CONSULTANT/CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT/CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT/CONTRACTOR in any capacity on any project for City of Naples (OWNER). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT/CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT/CONTRACTOR to work on projects for the OWNER who is not authorized to work under law. The undersigned further affirms that the CONSULTANT/CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the OWNER.

3. The CONSULTANT/CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the OWNER to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT/CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONSULTANT/CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT/CONTRACTOR, acknowledges that this Certification may be relied upon by the OWNER, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT/CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the OWNER, the CONSULTANT/CONTRACTOR will indemnify, defend and hold the OWNER harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONSULTANT/CONTRACTOR acknowledges that the OWNER by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONSULTANT/CONTRACTOR's books and records to confirm that the CONSULTANT/CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 200_.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2007.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

Print Name:

NOTARY PUBLIC - STATE
OF _____

Commission Number: _____

My Commission Expires: _____
(Notary Seal)