

PROFESSIONAL SERVICES AGREEMENT

Bid/Proposal No. 017-08

Contract No. _____

Project Name Basin V Improvements

THIS AGREEMENT is made and entered into this 2nd day of April, 2008, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and Gulfshore Engineering, Inc. a Florida Corporation, authorized to do business in the State of Florida, whose business address is 2375 Tamiami Trail N., Suite 207, Naples, FL 34103 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional consulting engineering services of the CONSULTANT concerning certain design services for **Basin V 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 professional consultant engineering services services 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 engineering 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 **by April 30, 2011** 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 12 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 12 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 **an amount not-to-exceed \$350,000.00 for Phase 1 and Phase 2** 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.

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: A. William Moss, 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:

Gulfshore Engineering, Inc.
2375 Tamiami Trail N.
Suite 207
Naples, FL 34103
Attention: Joss Nageon de Lestang, 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
Manager

By: _____

A. William Moss, City

Approved as to form and
legal sufficiency:

Robert D. Pritt, City Attorney

CONSULTANT:
Gulfshore Engineering, Inc.
A Florida Corporation

By:
Printed Name
Title:

(CORPORATE SEAL)

witness

Consultant Services Agreement
115798_1.WP5
Revised 7/8/03

EXHIBIT A

SCOPE OF SERVICES

SEE EXHIBIT C FOR DETAILS

END OF EXHIBIT A

EXHIBIT B
BASIS OF COMPENSATION

SEE EXIHIBIT B ATTACHMENT A

END OF EXHIBIT B.

EXHIBIT B - ATTACHMENT A
 SCHEDULE OF FEES FOR BASIC SERVICES

CITY OF NAPLES RFQ #017- 08
ENGINEERING SERVICES BASIN V IMPROVEMENTS
 GEI PN: 253

COMPENSATION & FEES SCHEDULE
PHASE 1

Sub-project No. 1

DELIVERABLES		TARGET DELIVERY DATES	BUDGET ALLOCATION	ADDITIONAL COMMENTS
1.0	MEETINGS AND COORDINATION			
1.1	Notice to Proceed	19-Mar-08	\$1,300	
1.2	Bi-Weekly Progress Meetings	to be scheduled	\$1,700	
			\$3,000	
2.0	DESIGN SERVICES			
2.1	Assessment of Existing Conditions	n/a	\$10,200	
2.1.1	Data Collection Existing Conditions Research			
2.1.2	Survey and Topographic Data Acquisition			
2.1.3	Geotechnical Reports			
2.2	Stormwater System Model	n/a	\$7,900	
2.3	Design Reports	n/a	\$4,000	
2.4	Environmental Resource Permitting	30-May-08	\$3,500	
2.5	Engineering and Construction Plans	30-May-08	\$12,600	
2.5.1	Design Plans			
2.5.2	Final Plans and Documents			
2.5.3	Utility Adjustment Plans			
2.6	Construction Cost Estimate	30-May-08	\$800	
			\$39,000	
4.0	PRE-CONSTRUCTION SERVICES			
4.1	Construction Documents/Bidding		\$1,250	
4.1.1	Technical Specifications	to be scheduled		
4.1.2	Pre-Bid Meetings	to be scheduled		
4.2	Project Certification of Completion		\$500	
4.2.1	Completion Certification	to be scheduled		
			\$1,750	
5.0	CONSTRUCTION COORDINATION SERVICES			
5.1	Pre-Construction Conference	to be scheduled	\$420	
5.2	Review Shop Drawings	to be scheduled	\$500	
5.3	Coordinate with Contractors	to be scheduled	\$930	
5.4	Field Changes and Minor Redesign	n/a	\$0	
5.5	Attend Weekly Progress Meetings (est. 3)	to be scheduled	\$810	
5.6	Approve / Review Payment Requests	to be scheduled	\$810	
5.7	Final Punch List Meeting (1)	to be scheduled	\$270	
5.8	Provide As-built Record Drawings	to be scheduled	\$500	
			\$4,240	

Total Phase 1 Budget Estimate = \$47,990

CITY OF NAPLES RFQ #017- 08
ENGINEERING SERVICES BASIN V IMPROVEMENTS
 GEI PN: 253

COMPENSATION & FEES SCHEDULE

PHASE 2

Master Stormwater Design Report (MSDR)

DELIVERABLES		TARGET DELIVERY DATES	BUDGET ALLOCATION	ADDITIONAL COMMENTS
1.0	MEETINGS AND COORDINATION			
1.1	Scheduled Meetings	to be scheduled	\$3,200	
1.2	Public Meetings	to be scheduled	\$10,100	
1.2.1	Public Involvement Plan			
1.2.2	Public Workshops			
1.3	Coordination Meetings with adjacent Projects	to be scheduled	\$5,910	
1.4	Meetings with Agencies	to be scheduled	\$4,500	
			\$23,710	
2.0	DESIGN SERVICES			
2.1	Assessment of Existing Conditions	15-Sep-08	\$70,200	
2.1.1	Data Collection Existing Conditions Research			
2.1.2	Survey and Topographic Data Acquisition			
2.1.3	Geotechnical Reports			
2.2	Value Engineering & Assessment of LOS	15-Sep-08	\$81,700	
2.2.1	Value Engineering & Master System Sub-basin Delineation			
2.2.2	Propose Remedial Design Solutions			
2.3	Master Stormwater Design Reports			
2.3.1	Preliminary MSDR (30% Complete)	15-Sep-08	\$36,400	estimated delivery date 180 days after NTP
2.3.2	Intermediate MSDR (60% Complete)	13-Jan-09	\$34,500	estimated delivery date includes 30 day City Review
2.3.3	Final MSDR (100% Complete)	13-Apr-09	\$30,500	estimated delivery date includes 30 day City Review
			\$253,300	
3.0	ADDITIONAL SERVICES			
3.1	Permitting, Design, Modelling, Surveying, CEI.	as required	\$25,000	
			\$25,000	

Total Phase 2 Budget Estimate = \$302,010

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


	CITY OF NAPLES RFQ #017- 08								
	Basin V Stormwater Improvements Contract Rates								
	FIRM PRINCIPAL	PROJECT MGR	SENIOR ENGINEER (PE)	ENV. PERMITTING SPECIALIST	LANDSCAPE ARCHITECT/ FIRM PRINCIPAL	DESIGN ENGINEER	LEAD DESIGN TECH	DRAFTING TECH	ADMINISTRATIVE ASSISTANT/ SECRETARY
Basin V Stormwater Improvements Contract Rates	\$165.00	\$135.00	\$145.00	\$120.00	\$135.00	\$104.00	\$75.00	\$65.00	\$50.00

EXHIBIT B - ATTACHMENT C
CONSULTANT'S ESTIMATE OF ADDITIONAL SERVICES
(INCLUDING DETAILED OBSERVATION OF CONSTRUCTION)

SEE EXHIBIT B ATTACHMENT A FOR FEES

PHASE 1

SUB-PROJECT NO.1

A. PROJECT OVERVIEW AND UNDERSTANDING

In response to the CITY's request we are proposing a scope of work with timelines designed to take advantage of grant funding available to the CITY in the short term, ending in May 2008. It is our understanding that the SFWMD grant funding available to the CITY cannot be extended and that our **Phase 1** project will require 60% Design Plans deliverable within that time.

In order to achieve the timelines identified in the City of Naples Clarification Request (Feb 11th, 2008), we therefore limit the Phase 1 Design proposal to those improvements whose design and merits have already been identified by the CITY. This work proposal will involve evaluation and possible retrofit of an existing system link.

The ENGINEER will evaluate the culvert capacity at the intersection of 22nd Avenue North and 10th Street North. This link represents an important outfall from lake Diana, a system lake lying north of Naples High School. Available records indicate that the outfall connection into the dry pond located off the south right of way of 22nd Avenue directly opposite the 10th Street intersection may be non-performing. This task will identify all the connecting storm lines at this node and develop alternatives for improvement. This is referenced as node BV 43017 in the CDM report. We note that this task is subject to modification if the City wishes to establish some different priorities.

The following listed items briefly describe the proposed Scope of Work as well as important tasks and milestones to be met during the course of this process.

B. SCOPE OF WORK – DESIGN PHASE

1.0 MEETINGS AND COORDINATION

This task involves scheduled meetings with the CITY and other entities necessary as part of the proper performance of the job.

1.1 The ENGINEER will attend the Notice to Proceed (NTP) meeting with the CITY.

- 1.2 The ENGINEER will attend scheduled meetings with the CITY on a periodic basis in order to resolve outstanding issues, to provide progress reports and to review any pending submittals at the 30%, 60% design phase. Due to the accelerated nature of this task, required meetings will be held as required by mutual agreement between the parties.

2.0 DESIGN SERVICES

These items will outline the major tasks which will be required for the design phase of this project.

2.1 Assessment of Existing Conditions.

2.1.1 Data Collection- Existing Conditions Research.

The ENGINEER will conduct in-depth research of available archived information, City of Naples as-builts, basin watershed maps, existing modeling information, survey and topographic information, design assumptions and other pertinent available public and private records to help refine the design conditions applicable to this project.

2.1.2 Survey and Topographic Data Acquisition:

The ENGINEER will review all available survey and topographic data, utilize the existing survey data to the maximum extent possible and supplement with newly acquired field information from Consultant Team Surveyor. Survey and topography Information required to accomplish this task will likely include:

- Benchmark information based on 1988 NAVD datum (as well as equivalent NGVD 1929),
- Identification of all relevant right of ways, property lines, easement lines, drainage structures, culverts, manholes, sidewalks and major landscaping features within the limits of construction. As may be required by the modeling or to advance certain alternatives, this task may also include an inventory of utilities both above and below ground, necessary to achieve the level of confidence in proper design.
- Wherever necessary, ground penetrating radar technology will be used to help identify and locate utilities and eliminate potential conflicts during construction.

2.1.3 Geotechnical Reports:

If the ENGINEER determines that some potentially significant or damaging subsurface conditions exist, additional geotechnical information may be sought. The major issue in this regard will be related to the depth of any proposed culverts and the potential conflict with any existing cap-rock layer. Only non-destructive methods of rock removal will be possible within the limits of this job. Geotechnical report information may also be sought if verification of the underlying soil conditions is required.

2.2 **Stormwater System Model.**

The ENGINEER will review the findings of the CDM Model and use this information to verify existing performance.

2.3 **Design Reports**

The ENGINEER will generate Design Reports to present the findings and discuss the model results. A Design Report will be submitted to the CITY at the 60% stage. This will provide analysis with detailed outline of proposed improvements, sufficient to backup proposed improvement plans.

2.4 **Environmental Resource Permitting**

The ENGINEER will prepare and submit a request for a Noticed General permit for minor activities within the right of way in accordance with 40E-400.447. This task will include filling-in the appropriate forms, generating the required engineering plans, exhibits and supporting documents required for submittal.

2.5 **Engineering and Construction Plans**

2.5.1 Design Plans

The ENGINEER will develop design plans (scale 1" = 20') and specification in the form of incorporated notes and details for the management of drainage directly associated with the proposed improvements. These plans will be submitted for review at the sixty percent (60%) design stage. The content of plan sets will vary according to the complexity of proposed improvements, however plan sheets for proposed improvement projects will include the following information:

- Cover Sheet with Legend and Abbreviations
- General Notes
- Site Plan Layout
- Plan and Profiles

- Cross Sections
- Drainage and Construction Details
- Existing Conditions Survey Sheet
- Erosion Control Details Sheet

2.5.2 Final Plans and Documents

The ENGINEER will provide (3) sets of plans and design documentation for CITY review at the completion stage. Review sets and final bid plans will be on 11x17-inch sheets, the package will include:

- Compact discs containing PDF and AutoCAD versions of all documents listed in item 2.4.1 and 2.4.2.
- Electronic copies of survey field notes and a list of horizontal and vertical control points utilized to complete the survey.
- Survey will be provided utilizing State Plane Coordinate System, Florida East Coast Projection, North American Datum 1983.

2.5.3 Utility Adjustment Plans

As required, the ENGINEER will prepare Utility Adjustment Plans using the roadway base mapping and information from the affected utility companies as part of the final submittal. The CITY will provide all available Utility Drawings within the project limits.

2.6 Construction Cost Estimate

The ENGINEER will prepare a probable construction cost estimate. Quantity takeoffs and cost estimates will be prepared for the final submittal. Quantities will be calculated electronically. The cost estimate will be prepared in a spreadsheet format using Microsoft Excel.

3.0 CITY'S RESPONSIBILITIES

In order to accomplish the tasks previously outlined, the ENGINEER understands that the CITY will provide certain items:

- 3.1** Provide timely reviews of design submittals.
- 3.2** Sign all permit applications and pay all applicable permitting fees.
- 3.3** Coordinate field observation meetings and project/invoice reviews.

- 3.4** Obtain specific written permission from property owners or the authorized representatives for surveying and soils tests and other engineering tasks to be conducted on private property, as necessary.

C. SCOPE OF WORK- CONSTRUCTION PHASE

4.0 PRE-CONSTRUCTION SERVICES

These items will outline the major tasks offered by the ENGINEER in the pre-construction phase of this project.

4.1 Construction Documents / Bidding

4.1.1 Technical Specifications

The ENGINEER will prepare the technical specifications, Special Provisions and Bid Proposal forms for the project. The CITY will complete the remainder of the Contract Documents and incorporate the items furnished by the ENGINEER. The ENGINEER shall attend one (1) pre-design meeting, one (1) project status and review meeting with the CITY after submittal of 60 percent (60%) documents and one (1) meeting after the 100 percent (100%) document submittal.

4.1.2 Pre-Bid Meetings

The ENGINEER will attend one(1) pre-bid meeting and prepare any necessary addendum documents. Also includes bid evaluation and recommendation for contract award.

4.2 Project Certification of Completion

4.2.1 Completion Certification

The ENGINEER will provide a Statement of Completion to permitting agencies following completion of construction. Special provisions will require the Contractor to provide a certified post-construction survey before preparation of Statement of completion.

5.0 CONSTRUCTION CO-ORDINATION SERVICES

These items will outline the major services offered by the ENGINEER during the construction phase of this project.

- 5.1** The ENGINEER will conduct one (1) pre-construction conference and prepare minutes of meeting. The ENGINEER will notify the contractor and utility companies of a pre-construction meeting.

- 5.2** The ENGINEER will review shop drawings submitted by the CONTRACTOR for compliance with the Construction Documents. This item will include up to two reviews per shop drawing submittal. The ENGINEER will maintain a shop drawing log showing submittal number, date received, status and date of last action. The engineer will assist the contractor with utility coordination as required.

- 5.3** The ENGINEER will provide contract interpretation and assistance in addressing requests for information and unforeseen conditions where requested by the CITY.

- 5.4** The ENGINEER will review and assist in field changes which include minor redesign as requested by the CITY.

- 5.5** Attend weekly progress meetings (maximum 4 visits) with the CITY and the Contractor during project duration.

- 5.6** Review the Contractor's applications for payment and accompanying data and schedules during monthly progress meetings. Based upon quantity verification by CITY on-site observations, review the amount owed to the Contractor and advice of payment irregularities if noted.

- 5.7** The ENGINEER will attend one (1) final punch list meeting in the field.

- 5.8** Record drawings are to be prepared by the Contractor. These will be provided to the CITY in a correct format and coordinate system compatible the CITY's GIS system. Signed and sealed post-construction surveys to be prepared by Contractor to facilitate submittal of Record Drawings. The ENGINEER will prepare special provisions to have this accomplished by Contractor. The ENGINEER will review record drawings provided by the contractor for accuracy.

D. DELIVERABLES SCHEDULE

6.0 SCHEDULE OF COMPLETION

- 6.1 The ENGINEER shall commence items 1.0 through 2.0 upon notice to proceed.

- 6.2 The ENGINEER will complete the 60% Design plans and prepare the ERP documentation by May 30th, 2008.

E. ENGINEER'S COMPENSATION

7.0 COMPENSATION and FEES SCHEDULE

All deliverables will be provided in accordance with the attached Compensation & Fees Schedule.

PHASE 2

MASTER STORMWATER DESIGN REPORT

A. PROJECT OVERVIEW AND UNDERSTANDING

Phase 2 will include the effort required to complete a Master Stormwater Design Report (MSDR) which will be used to identify and detail proposed Basin V improvements. The final design of individual improvement sub-projects targeted by the MSDR will be covered under the next Phase 3. It is our understanding that some of these sub-projects may be started earlier in the process and that these engineering services will be carried out under the Phase 3 contract.

The following listed items briefly describe the proposed Scope of Work as well as important tasks and milestones to be met during Phase 2.

B. SCOPE OF WORK – ANALYSIS & PRELIMINARY DESIGN PHASE

1.0 MEETINGS AND COORDINATION

This task involves scheduled meetings with the CITY and other entities necessary as part of the proper performance of the job.

1.1 The ENGINEER will attend scheduled meetings with the CITY on a periodic basis in order to resolve outstanding issues, to provide progress reports and to review any pending submittals at the 30%, 60% and 100% design phase. As a general rule, monthly meetings are anticipated, other communications will be handled in the normal manner via telephone and e-mail.

1.2 The ENGINEER will attend public meetings and make presentations to the CITY and the general public from time to time in order to advance the aims of the project. These will be called as required.

1.2.1 Public Involvement Plan.

The ENGINEER will prepare a Public Involvement Plan in order to keep the general public informed of the proposed improvements, especially targeting those sub-projects with direct neighborhood impacts such as swale restoration and culvert replacement.

1.2.2 Public Workshops.

The ENGINEER will schedule and conduct Public Workshops as needed in coordination with CITY and local officials. This task may also include preparation of newsletters, conceptual graphics, photo exhibits, as well as assembling public input.

1.3 The ENGINEER will coordinate and attend meetings with the CITY and other project managers, consultants, stakeholders and entities having operational control of ongoing projects adjacent to Basin V. This will include representatives of Big Cypress Basin (BCB), Collier County, the Conservancy and Jungle Larry's. Coordination is an important aspect of this task and one which aims to prevent duplication of efforts.

1.4 As necessary, the ENGINEER will attend meetings with permitting agencies including the South Florida Water Management District (SFWMD), BCB, USACOE, FDEP, Collier County ROW. These meetings will present the broad outlines of this project to the regulatory agencies and allow an informal exchange and preliminary input into the upcoming design and refine the strategy of the ERP permitting and construction process.

2.0 DESIGN SERVICES

These items will outline the major tasks which will be required for the design phase of this project.

2.1 Assessment of Existing Conditions.

2.1.1 Data Collection- Existing Conditions Research.

The ENGINEER will conduct in-depth research of available archived information, City of Naples as-builts, basin watershed maps, existing modeling information, survey and topographic information, design assumptions and other pertinent available public and private records to help refine the design conditions applicable to this project.

2.1.2 Survey and Topographic Data Acquisition:

The ENGINEER will review all available survey and topographic data, utilize the existing survey data to the maximum extent possible and supplement with newly acquired field information from Consultant Team Surveyor. Survey and topography Information required to accomplish this task will likely include:

- Benchmark information based on 1988 NAVD datum (as well as equivalent NGVD 1929),
- Identification of all relevant right of ways, property lines, easement lines, drainage structures, culverts, manholes, sidewalks and major landscaping features within the limits of construction. As may be required by the modeling or to advance certain alternatives, this task may also include an inventory of utilities both above and below ground, necessary to achieve the level of confidence in proper design.
- Wherever necessary, ground penetrating radar technology will be used to help identify and locate utilities and eliminate potential conflicts during construction.

2.1.3 Geotechnical Reports:

If the ENGINEER determines that some potentially significant or damaging subsurface conditions exist, additional geotechnical information may be sought. The major issue in this regard will be related to the depth of any proposed culverts and the potential conflict with any existing cap-rock layer. Only non-destructive methods of rock removal will be possible within the limits of this job. Geotechnical report information may also be sought if verification of the underlying soil conditions is required. In particular, this information may be used to validate the efficiency and infiltration potential of retention ponds and swales, as required by the permitting agencies.

2.2 Value Engineering and Assessment of Level of Service (LOS)

2.2.1 Value Engineering and Master System Sub-Basin Evaluation.

The ENGINEER will review and be familiar with the existing SWMM Basin V stormwater model as referenced by the CDM study. The main elements of this working model, including input data, will be available from the CITY in a usable format. This information will be required so that the ENGINEER can establish the extents of the subject basin(s), run the model, understand its basic assumptions, its input boundary conditions as well as its limitations. Initially, the modeling effort will be directed towards verifying the effectiveness of the remedial solutions and LOS suggested by the existing CDM study. This evaluation will also factor in the latest Basin V improvements which have not been incorporated into the existing model and allow “what-if” scenarios to explore new or alternate solutions.

2.2.2 Propose remedial design solutions:

The ENGINEER will analyze the model results and offer alternative design solutions. These solutions will be rated according to benefit as measured by a number of factors including; LOS, predicted model performance, BMP's provided, permitting feasibility, construction and ultimate cost feasibility. The solutions will be based on an evaluation of the effectiveness of all the components of the existing stormwater system infrastructure which will include:

- Critical review of upstream roadway swale conveyance capacities, the system pipe network including secondary drainage trunk lines and outfalls, as well as primary trunk lines.
- Evaluate and quantify the potential improvements to the existing system performance as a result of a rigorous, systematic pro-active maintenance program. These improvements can be measured against implementation costs.
- Evaluation of system storage volume potential. This will include roadside swales, ponds, culverts and an analysis of sub-basin control elevations, in order to validate the baseline stormwater management criteria.
- Evaluate the sub-basin boundary delineations; to the extent possible, this will help isolate and target the non-performing components for improvement.
- Evaluation of project design outfall conditions; validate the applicable assumptions in regards to tailwater stages and tidal influence at the Gordon River and Naples Bay.

2.3 **Master Stormwater Design Reports / Sub-project Identification**

The ENGINEER will generate a Master Stormwater Design Report (MSDR) to present the findings and discuss the model results. This report will be offered in a sequence of three (3) parts.

2.3.1 Preliminary MSDR (30% completion):

An initial Preliminary Report (30% stage) will be submitted to the CITY. This will be a broad-based analysis with conceptual outline of potential improvements, sufficient to demonstrate the proposed strategy and

explore the validity of various alternative options. This report will also discuss the merits of some of the previously identified improvements. The objective at this stage will be to allow the CITY the opportunity to comment on the ongoing effort and validate the direction of the design process.

2.3.2 Intermediate MSDR and Sub-project Identification (60% completion):

An intermediate Report (60% stage) will identify and provide conceptual analysis of the proposed alternatives and will serve as the essential blueprint for the rest of the project. This report will identify all the proposed sub-projects to be required within Basin V and include discussion of the attainable LOS. These sub-projects will include both remedial (maintenance) and new design proposals.

2.3.3 Final MSDR and Sub-project Phasing (100% completion):

The Final Report (100% stage) will provide fully developed in-depth analysis of the proposed Basin V sub-projects. To the extent possible, this report will also identify the expected costs associated with these various sub-projects.

The Final Report from the ENGINEER will include a suggested phased implementation plan for the selected sub-projects. This report will group individual sub-projects into manageable Task Groups and provide greater specificity on the timeline of implementation. The make-up of Task Groups will be done based on a realistic assessment and in consultation with the CITY.

The Task Group Phasing Plan will be coordinated with the CITY and configured to meet realistic budgetary and permitting constraints of the CITY and agencies.

3.0 ADDITIONAL SERVICES

The ENGINEER expects to make every effort to handle all issues arising from this job in a direct hands-on manner and by maintaining direct communications with the CITY. During the job, the ENGINEER will make the necessary staff available for on-the-spot field evaluations and design troubleshooting if necessary. We fully expect to devote this level of commitment in order to address the unforeseen problems which so often characterize retrofit projects.

- 3.1 The ENGINEER will provide additional services in accordance with the attached Hourly Rates Schedule and by an Addendum to the contract whenever requested in writing by the CITY based on not-to-exceed allowance

under this Task. This will include any services not specifically outlined in the Scope of Services. Potential additional Tasks include:

- Permitting Services
- Engineering design, modeling, plans.
- Surveying Services
- Construction Services, CEI.

4.0 CITY'S RESPONSIBILITIES

In order to accomplish the tasks previously outlined, the ENGINEER understands that the CITY will provide certain items:

- 4.1 Provide timely reviews of design submittals.
- 4.2 Provide all available data from the Goodlette-Frank Road / Gordon River Study.
- 4.3 Provide any water quality sampling data or available results pertinent to the Basin V improvement project as relates to the internal lake system, Gordon River and Naples Bay.
- 4.4 Coordinate with Collier County with respect to agreements covering any portions of the proposed Basin V system to be constructed over County lands, or within County jurisdiction.
- 4.5 Coordinate field observation meetings and project/invoice reviews.
- 4.6 Obtain specific written permission from property owners or the authorized representatives for surveying and soils tests and other engineering tasks to be conducted on private property, as necessary.

C. DELIVERABLES SCHEDULE

5.0 SCHEDULE OF COMPLETION

These items will outline the timelines for major project milestones. The implementation of component sub-projects will be addressed once the phasing plan has been approved by the CITY.

5.1 The ENGINEER shall commence items 1.1 through 2.2 upon notice to proceed.

5.2 The ENGINEER estimates the completion of the Preliminary Master System Design Report (2.3.1) one hundred and eighty (180) days after the notice to proceed.

5.3 The ENGINEER estimates the completion of the Intermediate Master System Design Report (2.3.2) ninety (90) days after receipt of the CITY's review of the Preliminary MSDR (30% completion).

5.4 The ENGINEER estimates the completion of the Final Master System Design Report (2.3.3) sixty (60) days after receipt of the CITY's review of the Intermediate MSDR (60% completion).

D. ENGINEER'S COMPENSATION

6.0 COMPENSATION and FEES SCHEDULE

All deliverables will be provided in accordance with the attached Compensation & Fees Schedule.

PHASE 3

TASK GROUP ~ FINAL DESIGN AND CONSTRUCTION

A. PROJECT OVERVIEW AND UNDERSTANDING

This Section represents the Design, Permitting of Sub-projects previously identified in the Phase 2 Final Master Stormwater Design Report.

Phase 3 includes future phases with implementation and compensation contingent on CITY approval. However, depending on the requirements of the CITY, it may be possible that work done under this contract phase may start independently of other phases and be ongoing concurrently with other initial phases.

Each identified Task Group will include a list of individual sub-projects which, for the purposes of construction, design, permitting or other reasons, are deemed to be compatible. Once the Task Group components have been identified, work done on each Task Group will be based on an agreed contract price and timetable. The future work in **Phase 3** will undertaken on the basis of the general Scope of Work outlined in this contract. The following listed items briefly describe the proposed Scope of Work as well as important tasks and milestones to be met during the course of this process.

B. SCOPE OF WORK – DESIGN PHASE

1.0 MEETINGS AND COORDINATION

This task involves scheduled meetings with the CITY and other entities necessary as part of the proper performance of the job.

1.1 The ENGINEER will attend scheduled meetings with the CITY on a periodic basis in order to resolve outstanding issues, to provide progress reports and to review any pending submittals at the 30%, 60% and 90% design phase. As a general rule, monthly meetings are anticipated, other communications will be handled in the normal manner via telephone and e-mail.

1.2 The ENGINEER will attend public meetings and make presentations to the CITY and the general public from time to time in order to advance the aims of the project. These will be called as required.

1.2.1 Public Involvement Plan.

The ENGINEER will prepare a Public Involvement Plan in order to keep the general public informed of the proposed improvements, especially targeting those sub-projects with direct neighborhood impacts such as swale restoration and culvert replacement.

1.2.2 Public Workshops.

The ENGINEER will schedule and conduct Public Workshops as needed in coordination with CITY and local officials. This task may also include preparation of newsletters and assembling public input.

- 1.3 The ENGINEER will coordinate and attend meetings with the CITY and other project managers, consultants and entities having operational control of ongoing projects adjacent to Basin V. This will include representatives of Big Cypress Basin (BCB), Collier County, the Conservancy and Jungle Larry's. Coordination is an important aspect of this task and one which aims to prevent duplication of efforts.
- 1.4 As necessary, the ENGINEER will attend meetings with permitting agencies including the South Florida Water Management District (SFWMD), BCB, USACOE, FDEP, Collier County ROW. These meetings will present the broad outlines of this project to the regulatory agencies and allow an informal exchange and preliminary input into the upcoming design and refine the strategy of the ERP permitting and construction process.

2.0 DESIGN SERVICES

These items will outline the major tasks which will be required for the design phase of this project.

2.1 **Assessment of Existing Conditions.**

2.1.1 Survey and Topographic Data Acquisition:

The ENGINEER will acquire any additional survey and topographic data, necessary to complete the project design. This information may be needed to supplement data acquired under Phase 2:

- Benchmark information based on 1988 NAVD datum (as well as equivalent NGVD 1929),
- Identification of all relevant right of ways, property lines, easement lines, drainage structures, culverts, manholes, sidewalks and major landscaping features within the limits of construction. As may be

required by the modeling or to advance certain alternatives, this task may also include an inventory of utilities both above and below ground, necessary to achieve the level of confidence in proper design.

- Wherever necessary, ground penetrating radar technology will be used to help identify and locate utilities and eliminate potential conflicts during construction.

2.1.2 Geotechnical Reports:

If the ENGINEER determines that some potentially significant or damaging subsurface conditions exist, additional geotechnical information may be sought. The major issue in this regard will be related to the depth of any proposed culverts and the potential conflict with any existing cap-rock layer. Only non-destructive methods of rock removal will be possible within the limits of this job. Geotechnical report information may also be sought if verification of the underlying soil conditions is required. In particular, this information may be used to validate the efficiency and infiltration potential of retention ponds and swales, as required by the permitting agencies.

2.2 Environmental Resource Permitting

The ENGINEER will establish and maintain a working relationship with the permitting agencies in order to advance the aims of the project. This will be initiated with pre-application meetings at the SFWMD, BCB and USACOE. It is expected that the feedback from these agencies will be useful in formulating an effective permitting strategy and give direction to the process. The understanding from these meetings will allow better assessment of how many and what type of permits will be required.

2.2.1 Environmental Resource Permit (ERP) Applications.

The ENGINEER will prepare and submit permit applications to the agencies on behalf of the CITY. This task will include filling-in the appropriate forms, generating the required engineering plans, exhibits and supporting documents required for submittal. Any improvements which encumber Collier County lands will likewise require Collier County approvals for permitting. The CITY will facilitate and mediate as required, by obtaining the proper inter-governmental agreements necessary to minimize these constraints and allow permitting to proceed.

2.2.2 Response to Requests for Additional Information (RAI's) from Agencies.

It is anticipated this project will require Environmental Resource Permits of varying complexity. Typical permit ERP applications can be expected to require a minimum of three (3) requests for additional information [RAI]. The ENGINEER expects that a pro-active approach and the comprehensive and complete nature of responses to these requests will reduce these to a minimum. At this time, the exact nature and concerns of the agencies is difficult to predict and as a result additional RAI's may be possible. Please note that turn around time for SFWMD responses is held to 30 calendar days by Florida statute. No such requirement exists for the USACOE. Ultimately, the CITY understands that the ENGINEER has no control over permit approval timelines.

2.2.3 Construction Completion Certification.

This task involves the required legal process of transferring the Environmental Resource Permit from a Construction Authorization Phase to Maintenance and Operation status. The ENGINEER will certify that the surface water management system was built in accordance with permitted plans and will complete and file appropriate forms and exhibits with the SFWMD.

2.3 Engineering and Construction Plans

2.3.1 Design Plans

The ENGINEER will develop design plans (scale 1" = 20') and specification in the form of incorporated notes and details for the management of drainage directly associated with the proposed improvements. These plans will be submitted for review at the sixty percent(60%) and ninety percent (90%) design stage. The content of plan sets will vary according to the complexity of proposed improvements and completion stage, however at final pre-construction hundred percent (100%) stage, plan sheets for proposed improvement projects will include the following information:

- Cover Sheet with Legend and Abbreviations
- Typical Sections
- General Notes
- Site Plan Layout
- Plan and Profiles
- Cross Sections
- Drainage Details
- Construction Detail Sheets

- Erosion Control Detail Sheets
- Existing Conditions Survey Sheet

2.3.2 Final Plans and Documents

The ENGINEER will provide (3) sets of plans and design documentation for CITY review at the completion stage. Review sets and final bid plans will be on 11x17-inch sheets, the package will include:

- Compact discs containing PDF and AutoCAD versions of all documents listed in item 2.4.1 and 2.4.2.
- Electronic copies of survey field notes and a list of horizontal and vertical control points utilized to complete the survey.
- Survey will be provided utilizing State Plane Coordinate System, Florida East Coast Projection, North American Datum 1983.

2.3.3 Utility Adjustment Plans

The ENGINEER will prepare Utility Adjustment Plans using the roadway base mapping and information from the affected utility companies as part of the final submittal. The CITY will provide all available Utility Drawings within the project limits.

2.4 Construction Cost Estimate

2.4.1 Engineers Opinion of Probable Cost

The ENGINEER will prepare a probable construction cost estimate. Quantity takeoffs and cost estimates will be prepared for the final submittal. Quantities will be calculated electronically. The cost estimate will be prepared in a spreadsheet format using Microsoft Excel.

2.5 Right of Way Permits

2.5.1 Collier County ROW permit Application

As may be required by the various improvements, right of way permits may be required for work in the Collier County right of way. The ENGINEER will prepare and submit a permit application to Collier County Transportation for permission to construct the project within the County right-of-way. The CITY will not require this permit for work within CITY owned right of ways.

3.0 ADDITIONAL SERVICES

3.1 The ENGINEER will provide additional services in accordance with the attached Hourly Rates Schedule and by an Addendum to the contract whenever requested in writing by the CITY based on not-to-exceed allowance under this Task. This will include any services not specifically outlined in the Scope of Services.

4.0 CITY'S RESPONSIBILITIES

In order to accomplish the tasks previously outlined, the ENGINEER understands that the CITY will provide certain items:

- 4.1** Provide timely reviews of design submittals.
- 4.2** Sign all permit applications and pay all applicable permitting fees.
- 4.3** Coordinate with Collier County with respect to agreements covering any portions of the proposed Basin V system to be constructed over County lands, or within County jurisdiction.
- 4.4** Furnish front-end documents and assemble final contract documents.
- 4.5** Coordinate field observation meetings and project/invoice reviews.
- 4.6** Acquire right-of-way and easements, including construction easements, as required.
- 4.7** Obtain specific written permission from property owners or the authorized representatives for surveying and soils tests and other engineering tasks to be conducted on private property, as necessary.

C. SCOPE OF WORK- CONSTRUCTION PHASE

5.0 PRE-CONSTRUCTION SERVICES

These items will outline the major tasks offered by the ENGINEER in the pre-construction phase of this project.

5.1 Construction Documents / Bidding

5.1.1 Technical Specifications

The ENGINEER will prepare the technical specifications, Special Provisions and Bid Proposal forms for the project. The CITY will complete the remainder of the Contract Documents and incorporate the items furnished by the ENGINEER. The ENGINEER shall attend one (1) pre-design meeting, one (1) project status and review meeting with the CITY after submittal of 60 percent (60%) documents and one (1) meeting after the 100 percent (100%) document submittal.

5.1.2 Pre-Bid Meetings

The ENGINEER will attend one(1) pre-bid meeting and prepare any necessary addendum documents. Also includes bid evaluation and recommendation for contract award.

5.2 Project Certification of Completion

5.2.1 Completion Certification

The ENGINEER will provide a Statement of Completion to permitting agencies following completion of construction. Special provisions will require the Contractor to provide a certified post-construction survey before preparation of Statement of completion.

6.0 CONSTRUCTION CO-ORDINATION SERVICES

These items will outline the major services offered by the ENGINEER during the construction phase of this project.

Unless otherwise mentioned, these services apply to each Sub-project or Task Group identified in the Final Report (MSDR).

- 6.1** The ENGINEER will conduct one (1) pre-construction conference and prepare minutes of meeting. The ENGINEER will notify the contractor and utility companies of a pre-construction meeting.

- 6.2 The ENGINEER will review shop drawings submitted by the CONTRACTOR for compliance with the Construction Documents. This item will include up to two reviews per shop drawing submittal. The ENGINEER will maintain a shop drawing log showing submittal number, date received, status and date of last action.
- 6.3 The ENGINEER will provide contract interpretation and assistance in addressing requests for information and unforeseen conditions where requested by the CITY.
- 6.4 The ENGINEER will review and assist in field changes which include minor redesign as requested by the CITY.
- 6.5 Attend weekly progress meetings (maximum 5 visits) with the CITY and the Contractor during project duration.
- 6.6 Review the Contractor's applications for payment and accompanying data and schedules during monthly progress meetings. Based upon quantity verification by CITY on-site observations, review the amount owed to the Contractor and advice of payment irregularities if noted.
- 6.7 The ENGINEER will attend one (1) final punch list meeting in the field.
- 6.8 Record drawings are to be prepared by the Contractor. Signed and sealed post-construction surveys to be prepared by Contractor to facilitate submittal of Record Drawings. The ENGINEER will prepare special provisions to have this accomplished by Contractor. The ENGINEER will review record drawings provided by the contractor for accuracy.

D. DELIVERABLES SCHEDULE

7.0 SCHEDULE OF COMPLETION

These items will outline the timelines for major project milestones. The implementation of component sub-projects will be addressed once the phasing plan has been approved by the CITY.

7.1 The ENGINEER shall commence items 1.1 through 2.2 upon notice to proceed.

7.2 The ENGINEER will provide greater specificity for the timeline of development and implementation of the selected sub-projects based on the Final Design Report and Phasing Plan. Under this proposal, these sub-project improvement timelines will be decided upon mutual agreement between the CITY and the ENGINEER.

E. ENGINEER'S COMPENSATION

8.0 COMPENSATION and FEES SCHEDULE

All deliverables will be provided in accordance with the attached Compensation & Fees Schedule.

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

 x \$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, Gulfshore Engineering, Inc. hereby certifies that wages, rates and other factual unit costs supporting the compensation for the Professional Engineering, services of the CONSULTANT to be provided under the Professional Services Agreement, concerning Design, Permitting, and Construction Inspection Service for Basin V Stormwater System Improvements are accurate, complete and current as of the time of contracting.

NAME OF CONSULTANT

By:
Printed Name:
Title:

EXHIBIT "F"

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of the **Gulfshore Engineering, Inc.** (“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 _____, 2008.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2008.

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 or other identifying number.

Print Name:

NOTARY PUBLIC - STATE
OF _____

Commission Number: _____
My Commission

Expires: _____

(Notary Seal)