

## PROFESSIONAL SERVICES AGREEMENT

**Bid/Proposal No. 010-09**

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

**Project Name Golden Gate Canal Design**

THIS AGREEMENT is made and entered into this 16 day of September, 2009, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **Camp Dresser & McKee, Inc.** a Massachusetts corporation, authorized to do business in the state of Florida, whose business address is 12501 World Plaza Lane, Building 51, Ft. Myers, FL 33907 (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 **Golden Gate Canal Intake and Transmission Main** (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 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 October 1, 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 \$722,000.00** 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.

### **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:  
Camp Dresser & McKee, Inc.  
12501 World Plaza Lane, Bldg 51  
Fort Myers, FL 33907  
Attention: Jason A. Sciandra, 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. The 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 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: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Robert D. Pritt, City Attorney

CONSULTANT:  
**Camp Dresser & McKee, Inc.**  
Engineering Firm  
A Massachusetts corporation

By:  
Printed Name  
Title:

(CORPORATE SEAL)

\_\_\_\_\_  
witness

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

EXHIBIT A  
SCOPE OF SERVICES

**CITY OF NAPLES  
GOLDEN GATE CANAL INTAKE AND TRANSMISSION MAIN  
SCOPE OF WORK**

**Design, Engineering and Permitting Services**

The following Tasks 1 through 7 outline the services CDM (ENGINEER) will provide to the City of Naples (OWNER) for the development of an intake structure on the Golden Gate Canal and transmission main (SYSTEM) to the OWNER's WWTP.

**Task 1 Preliminary Engineering (Lump Sum)**

**1.1 Data Compilation and Evaluation of Alternatives**

The ENGINEER will identify, acquire, and review available data affecting the development and the final design of the SYSTEM including but not limited to the following:

1. Identify public-owned parcels, rights of way, and utility easements proximal to the Golden Gate Canal Weir GG1
2. Identify potential large open land holders proximal to the Golden Gate Canal Weir GG1
3. Evaluate and rank site locations based on the following criteria:
  - a. Suitability for location of intake and potential pre-treatment infrastructure
  - b. Permittability
  - c. Cost of acquisition
  - d. Constructability
  - e. Ability to obtain ownership/easement/access
  - f. Environmental factors
  - g. Safety
  - h. Consistency with other area long range planning
4. Evaluate potential transmission routes of three highest ranked intake sites based on the following criteria
  - a. Permittability
  - b. Cost
  - c. Constructability
  - d. Ability to obtain easements
  - e. Environmental factors

- f. Safety
  - g. Consistency with other area long range planning
5. Compile historic water quality and flow/level data
  6. Evaluate surface water requirements based on IQ water/ASR system demands
  7. Re-evaluate the sizing for the intake if required based on item 6 above
  8. Identify pretreatment requirements based on items 5 and 6 above
  9. Evaluate and rank pre-treatment options based on the following criteria:
    - a. IQ Water/ASR system requirements
    - b. Capital Cost
    - c. Operating Cost
    - d. Public Acceptance (size, odor, noise, etc.)
    - e. Reliability

The ENGINEER will prepare a technical memorandum summarizing the analyses of the alternatives and submit it to the OWNER for review. The ENGINEER will meet with the OWNER to discuss the alternatives analyses and confirm the preferred canal intake and transmission main sizing, location, pipeline route and pre-treatment equipment.

## **1.2 Meetings and Coordination with ASR System Designer**

The ENGINEER will attend meetings and coordinate as necessary to ensure that the canal intake structure and transmission main are integrated in the operation plan for the WWTP and the planned ASR system.

## **1.3 Preliminary Design Report (PDR)**

The ENGINEER will provide the following services related to the preparation of a Preliminary Design Report (PDR) satisfying all the requirements of the Florida Administrative Code. It is the intent of the Engineer that the PDR be developed in all necessary detail to allow permitting for construction of the SYSTEM as well as providing clear direction as to the design intent. As necessary, narratives and simplified design criteria tables will be included in the PDR for these associated facilities so as to provide reviewing agencies a complete description of the intended facilities.

The ENGINEER will provide the following services:

- Prepare and submit up to five (5) copies of a draft PDR to OWNER documenting findings, results, conclusions, and recommendations. Meet and discuss report with OWNER and

respond to review comments.

- Prepare and submit up to five (5) copies of a final PDR to OWNER after incorporating OWNER's review comments.

The PDR will address the follow items:

### **1.3.1 System Design Criteria**

The ENGINEER will prepare system design criteria for canal intake structure, pumps and motors, pre-treatment equipment and transmission pipeline based on projected water quality, computer software projections, and dialogue with equipment manufacturers.

### **1.3.2 Preliminary System Flow Diagram**

The ENGINEER will prepare a preliminary system flow diagram of the SYSTEM.

### **1.3.3 Preliminary Hydraulic Profile**

The ENGINEER will prepare a preliminary hydraulic profile of the SYSTEM.

### **1.3.4 Preliminary System Layout**

The ENGINEER will prepare preliminary plans and sections to identify and locate all major equipment and structures.

### **1.3.5 Preliminary Site Plan**

The ENGINEER will provide the following services:

- Prepare a preliminary site layout to identify approximate structure locations, landscaping, grading, drainage, and roadways.
- Prepare preliminary yard piping plans and profiles to identify approximate locations and sizes of various piping systems within the utility site.

### **1.3.6 Electrical and Instrumentation / Control**

The ENGINEER will develop preliminary electrical power design including: identifying power sources, coordination with the local power supply company, determination of power needs, developing preliminary single line power diagrams, determining locations and configuration of

power lines (above ground or below).

The ENGINEER will develop preliminary process instrumentation and control diagrams (P&IDs) in conjunction with process flow diagrams to show recommended control and monitoring system configuration and single line electrical diagrams.

## **Task 2 Permit Application Preparation and Follow-up (T & M)**

The ENGINEER will identify required permits to construct the SYSTEM and will prepare applications for permits as required to implement the project. Permit related work shall include furnishing required reports, data, drawings, and other information requested, and assisting OWNER in obtaining required permit approvals. The ENGINEER will submit permit applications to OWNER for review and meet with OWNER as required to discuss and take action on the review comments. The ENGINEER will revise the applications as required and submit to appropriate governing agencies for review and approval. The ENGINEER will provide the required permit application fees as part of the ENGINEER's overall compensation for the project.

The ENGINEER will provide follow-up services to review and support the permitting activities listed above. This includes application review meetings with the OWNER and follow-up meetings with regulatory agencies. The ENGINEER will prepare the appropriate presentation materials for each meeting.

There is a level of uncertainty when permitting utility projects. Therefore specific preparation and follow-up activities to be performed by the ENGINEER is provided below for each permit the ENGINEER will pursue for the SYSTEM. Please note, the permits identified in the scope are the most likely permits to be required for the project depending on which pipeline route is selected.

However, if additional permits are identified as being required during Task 1, the scope will need to be revised to accommodate the additional work.

### **2.1 Minor Revision to a Wastewater Facility or Activity Permit - FDEP**

If deemed necessary by FDEP, the ENGINEER will prepare an application for a minor revision to a wastewater facility or activity permit and attend up to 1 meetings with FDEP.

### **2.2 Environmental Resource Permit - SFWMD**

The ENGINEER will prepare the permit application and supporting documentation and attend up to 3 meetings with the SFWMD.

### **2.3 ROW Permit - SFWMD**

The ENGINEER will prepare the permit application and supporting documentation and attend up



to 1 meeting with the SFWMD.

## **2.4 ROW Permit – ACOE**

If deemed necessary based on the selected pipeline route, the ENGINEER will prepare the permit application and supporting documents and attend up to 1 meeting with the ACOE.

## **2.5 Sovereign Submerged Land (Waters of the State) Easements – FDEP**

If deemed necessary based on the selected pipeline route, the ENGINEER will prepare the easement application and supporting documents and attend up to 2 meetings with FDEP or the appropriate delegated entity.

## **2.6 ROW Permit – Collier County DOT**

If deemed necessary based on the selected intake location or pipeline route, the ENGINEER will prepare the permit application.

## **2.7 Site Development Plan – Collier County CDES**

If deemed necessary based on the selected intake location, the ENGINEER will prepare the site development plan application and supporting documents and attend up to 2 meetings with CDES.

## **2.8 Dredge and Fill Permit – ACOE**

If deemed necessary based on the selected intake location, the ENGINEER will prepare the site development plan application and supporting documents and attend up to 2 meetings with CDES.

## **Task 3 Geotechnical Services (Lump Sum)**

The ENGINEER will hire a subconsultant, YPI Consulting Group, P.L., to conduct a geotechnical exploration program that will provide geotechnical design criteria to support the structural design of the SYSTEM.

The proposed geotechnical exploration and engineering services are for an evaluation of subsoil and groundwater conditions at the site, and includes the elements listed below:

- Geotechnical Engineering
- Construction Materials Testing
- Pile Monitoring Services
- Pre-Condition Surveys
- Threshold Inspection Services

- Vibration Monitoring Services

Specific activities include:

- Obtaining a Collier County Test Boring permit.
- Drilling of 11-12 Standard Penetration Test (SPT) borings along the selected alignment to evaluate the subsurface soil and ground-water table conditions. Test borings will be advanced to approximate depths of 10-ft below the ground surface. Specifically, borings will be 10-ft below the ground surface for a pipeline land alignment and 10-ft below the canal/river bottom for a pipeline water alignment. The canal/river depths are assumed to be a maximum of 10-ft for the purposes of this proposal estimate.
- Drilling of 1-2 , 30-ft deep SPT borings at the proposed intake/pump station and at the WWTP location to evaluate the subsurface soil and groundwater table conditions for structural considerations.
- Obtaining representative soil and rock samples from the SPT borings.
- Grouting the SPT borings.
- Performing laboratory inspection and classification testing on selected samples, as necessary, to develop engineering parameters.
- Providing geotechnical engineering recommendations for the proposed transmission line excavations and the proposed intake/pump station.

## **Task 4 Survey Services (Lump Sum)**

The ENGINEER will retain the services of a qualified, experienced surveying firm, TKW Consulting Engineers to accomplish all surveying required for the canal intake structure and transmission main design. The horizontal and vertical locations of all necessary physical features and utilities affecting the design and construction of the intake and associated transmission mains, along with all necessary existing rights-of-way, easement, property, and wetlands delineation lines will be obtained during the survey. All land surveying services will be performed under the direction and control of a Florida Registered Professional Land Surveyor and will be in accordance with Chapter 21HH-6, Florida Administrative Code: Minimum Technical Standards for Land Surveying. The survey shall be provided in State Plane Feet.

If necessitated by the pipeline route selected during Task 1.1, survey services required for the development of legal descriptions will be provided as an additional service as described in Task 8.1.

## **Task 5 Final Design (T & M)**

The ENGINEER will provide the following services related to the development of design plans and specifications for the SYSTEM.

## **5.1 Drawings and Specifications List**

The ENGINEER will prepare detailed drawings and technical specifications for construction of the SYSTEM. Design drawings will be prepared in sufficient detail to communicate construction requirements to meet regulatory requirements for final permit approvals. Technical specifications will be used where necessary to establish minimum standards for materials and equipment. For each submittal the ENGINEER will provide five full size sets of drawings and five copies of the specifications.

### **5.1.1 Engineering - Process Mechanical**

The ENGINEER process mechanical design will include:

- Verification of compliance with applicable local, state, and federal laws
- Process flow diagrams
- Hydraulic profile
- Process design calculations
- Proposed system layout drawings and associated calculations
- System flow diagrams
- Major mechanical equipment schedules, lists, and data sheets (indicating size and capacity)
- Located and sized interior piping and valves
- Drawing legend showing symbols used
- Determination of requirements for special construction
- Project phasing to meet construction constraints
- Applicable specification sections.

### **5.1.2 Engineering – Civil**

The ENGINEER civil design will include:

- Verification of compliance with local, state, and federal laws
- Site grading and stormwater drainage calculations
- Traffic management plan/flow diagrams
- Site general arrangement plan
- Demolition drawings if required
- Site preparation drawings
- Site drainage and erosion control plans
- Site grading and utility plans and details
- Underground and underslab piping and utility drawings.

### **5.1.3 Engineering – Structural**

The Engineer structural design will include:

- Verification of compliance with applicable structural building codes
- Verification of geotechnical report
- Structural design calculations
- Design of structural elements including footings, beams, columns, floor slabs, and foundations
- Foundation drawings
- Concrete tank and basin drawings
- Concrete conduit duct bank drawings
- Paint and coating schedule
- Piling plans if required
- Details of structural steel elements including pipe supports, platforms, stairs, bridges, and handrails.

#### **5.1.4 Engineering – Electrical**

The ENGINEER electrical design responsibilities include:

- Verification of compliance with applicable electrical codes
- Electrical design calculations
- Motor and load schedule
- Power and control wiring layout
- Facility grounding plans
- Facility lighting plans
- Facility lightning protection
- Electrical single line diagrams
- Conduit and cable schedules
- Cathodic protection drawings and specifications if required
- Electrical site plan
- CCTV and surveillance system design
- Lighting and power plans
- Base electrical specifications as required

#### **5.1.5 Engineering – Instrumentation**

The ENGINEER responsibilities for instrumentation design include:

- Develop detailed process and instrumentation diagrams
- Prepare process control descriptions (control write-ups)
- Prepare telecommunication and PA system design
- Fire detection system design
- Instrument list
- Instrument power plans
- Process equipment data sheets

### **5.1.6 Landscape Architecture (may be required is location is not within City limits)**

The ENGINEER landscape design will include the following:

- Landscaping and parking plans
- Landscape details and planting list
- Sprinkler system design

### **5.2 Engineer's Opinion of Probable Cost**

The ENGINEER will prepare an Opinion of Probable Construction Cost at the PDR and at the 30, 60 and 90 percent stages of the design.

### **5.3 Quality Assurance**

The ENGINEER will perform its own internal Quality Assurance and Quality Control (QA/QC). The QA/QC program will consist of Technical Review Committee (TRC) reviews at critical project milestones and the strategic use of technical experts throughout the design process. The TRC will consist of a group of senior staff from all technical disciplines who are not directly working on project design production. These individuals, with experience on similar projects will review design deliverables for completeness, accuracy, and appropriate application of technology.

### **Task 6 Bidding Services (Lump Sum)**

It is the OWNER's intent to competitively bid construction for the project. The ENGINEER will perform the following tasks associated with bidding services:

- Provide two sets of unbound reproducible bid documents (plans and specifications) to the OWNER. The OWNER will advertise for bids and provide bid documents to prospective bidders and others. Additional sets will be provided to the OWNER for the cost of production.
- Provide assistance, as requested by the OWNER, in advertising the project for bid.
- Attend and conduct one pre-bid conference at a location selected by the OWNER.
- Receive and respond to questions and communications from bidders up to seven calendar days prior to bid opening.
- Prepare and issue addenda, as necessary. OWNER will distribute to addenda to planholders.
- Attend the bid opening, evaluate the apparent low bidder and his bid package, and provide a "recommendation to award" letter to the OWNER.

- Prepare three sets of Construction Contract Documents for execution by the Contractor and the OWNER. OWNER will forward to Contractor.

## **Task 7 Additional Services (T&M)**

At the request of the OWNER, the ENGINEER will provide the following additional services on a Time and Materials basis.

### **7.1 Property Acquisition Support**

The ENGINEER will provide property acquisition services as authorized by the OWNER. Services may include the following:

- Attend meetings with property owners and OWNER
- Provide aerial maps and right-of-way maps with proposed easements as required
- Develop sketches and legal described as necessary
- Condemnation assistance as necessary, including preparation for and attendance at condemnation hearings.

### **7.2 Public Relations**

The Engineer will provide assistance and coordination related to Public Information and Involvement as authorized by the OWNER. Services may include, but are not limited to:

- Preparing graphics and boards for public meetings
- Writing and reviewing white papers
- Attending Public Meetings
- Responding to public concerns regarding the project
- Providing technical support.

END OF EXHIBIT A

EXHIBIT B

**Detailed Cost Breakdown  
City of Naples  
Golden Gate Canal Intake and Transmission Main**

<b>Task</b>	<b>Cost</b>
Task 1 - Preliminary Engineering (Lump Sum)	\$122,094
Task 2 - Permit Application Preparation and Follow-up (T&M)	\$117,864
Task 3 - Geotechnical Services (Lump Sum)	\$36,490
Task 4 - Survey Services (Lump Sum)	\$33,990
Task 5 - Final Design (T&M)	\$336,750
Task 6 - Bidding Services (Lump Sum)	\$6,812
Task 7 - Additional Services (if authorized) (T&M)	\$68,000
<b>Total</b>	<b>\$722,000</b>

END OF EXHIBIT B.

EXHIBIT B - ATTACHMENT A SCHEDULE OF FEES FOR BASIC SERVICES

Task Description	Professional Level		Principal		Senior Engineer/		Project Engineer/		Engineer III/		Administrative Assistant		Totals Labor Costs		Other Direct Costs		Outside Professionals		Total Costs
	Grade 9 and 10	\$225 /hr	\$170 /hr	\$153 /hr	\$115 /hr	\$115 /hr	\$102 /hr	\$80 /hr	\$80 /hr	\$50 /hr	hours	costs	hours	costs	hours	costs	hours	costs	
<b>Task 1 - Preliminary Engineering (Lump Sum)</b>																			
1.1 Data Completion and Evaluation of Alternatives	6	\$1,350	18	\$3,060	48	\$7,344	148	\$17,020	0	\$0	20	\$1,200	240	\$29,974	1,500	\$0	\$0	\$0	\$31,474
1.2 Meetings and Coordination with ASP System Designer	4	\$900	8	\$1,360	8	\$1,224	16	\$1,840	0	\$0	5	\$300	41	\$5,624	\$211	\$0	\$0	\$0	\$5,835
1.3 Preliminary Design Report	20	\$4,500	100	\$17,000	100	\$15,300	255	\$30,475	170	\$17,510	0	\$0	655	\$84,785	\$0	\$0	\$0	\$0	\$84,785
<b>Task 1 - Subtotal</b>	<b>30</b>	<b>\$6,750</b>	<b>126</b>	<b>\$21,420</b>	<b>156</b>	<b>\$23,868</b>	<b>429</b>	<b>\$48,335</b>	<b>170</b>	<b>\$17,510</b>	<b>25</b>	<b>\$1,500</b>	<b>936</b>	<b>\$120,383</b>	<b>\$1,711</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$122,094</b>
<b>Task 2 - Permit Application Preparation and Follow-up (T&amp;M)</b>																			
2.1 Minor Revision to a Wastewater Facility or Activity Permit - FDEP	0	\$0	2	\$340	4	\$612	10	\$1,150	20	\$2,090	0	\$0	36	\$4,162	\$750	\$0	\$0	\$0	\$4,912
2.2 Environmental Resource Permit - SFWMD	2	\$450	20	\$3,400	40	\$6,120	80	\$9,200	80	\$8,240	20	\$1,200	242	\$28,610	\$3,000	\$0	\$0	\$0	\$31,610
2.3 ROW Permit - SFWMD	0	\$0	2	\$340	10	\$1,530	20	\$2,300	20	\$2,090	0	\$0	52	\$6,230	\$1,125	\$0	\$0	\$0	\$7,355
2.4 ROW Permit - ACOE	0	\$0	2	\$340	10	\$1,530	20	\$2,300	30	\$3,090	0	\$0	64	\$7,472	\$1,115	\$0	\$0	\$0	\$8,587
2.5 Sovereign Submerged Land Easements - FDEP	0	\$0	2	\$340	40	\$6,120	80	\$9,200	80	\$8,240	0	\$0	202	\$23,900	\$2,000	\$0	\$0	\$0	\$25,900
2.6 ROW Permit - Collier County DOT	0	\$0	2	\$340	10	\$1,530	20	\$2,300	20	\$2,090	10	\$600	62	\$6,830	\$1,000	\$0	\$0	\$0	\$7,830
2.7 Site Development Plan - Collier County CDES	2	\$450	4	\$680	20	\$3,060	30	\$3,450	40	\$4,120	0	\$0	96	\$11,760	\$7,000	\$0	\$0	\$0	\$18,760
2.8 Dredge and Fill Permit - ACOE	2	\$450	4	\$680	20	\$3,060	40	\$4,800	40	\$4,120	0	\$0	106	\$12,910	\$0	\$0	\$0	\$0	\$12,910
<b>Task 2 - Subtotal</b>	<b>6</b>	<b>\$1,350</b>	<b>38</b>	<b>\$6,460</b>	<b>154</b>	<b>\$23,562</b>	<b>300</b>	<b>\$34,500</b>	<b>330</b>	<b>\$33,990</b>	<b>30</b>	<b>\$1,800</b>	<b>860</b>	<b>\$101,874</b>	<b>\$15,990</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$117,864</b>
<b>Task 3 - Geotechnical Services (Lump Sum)</b>																			
Task 3 - Subtotal	0	\$0	2	\$340	0	\$0	10	\$1,150	0	\$0	0	\$0	12	\$1,490	\$0	\$0	\$0	\$0	\$35,000
<b>Task 4 - Survey Services (Lump Sum)</b>																			
Task 4 - Subtotal	0	\$0	2	\$340	0	\$0	10	\$1,150	0	\$0	0	\$0	12	\$1,490	\$0	\$0	\$0	\$0	\$32,500
<b>Task 5 - Final Design (T&amp;M)</b>																			
5.1 Drawings and Specifications	0	\$0	160	\$27,200	250	\$38,250	1,300	\$149,500	750	\$77,250	0	\$0	2,460	\$292,200	\$0	\$0	\$0	\$0	\$292,200
5.2 Engineer's Opinion of Probable Cost	0	\$0	0	\$0	0	\$0	250	\$28,750	0	\$0	0	\$0	250	\$28,750	\$0	\$0	\$0	\$0	\$28,750
5.3 Quality Assurance	40	\$9,000	40	\$6,800	0	\$0	0	\$0	0	\$0	0	\$0	80	\$15,800	\$0	\$0	\$0	\$0	\$15,800
<b>Task 5 - Subtotal</b>	<b>40</b>	<b>\$9,000</b>	<b>200</b>	<b>\$34,000</b>	<b>250</b>	<b>\$38,250</b>	<b>1,550</b>	<b>\$178,250</b>	<b>750</b>	<b>\$77,250</b>	<b>0</b>	<b>\$0</b>	<b>2790</b>	<b>\$336,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$336,750</b>
<b>Task 6 - Bidding Services (Lump Sum)</b>																			
Task 6 - Subtotal	0	\$0	4	\$680	32	\$4,896	0	\$0	12	\$1,236	0	\$0	48	\$6,812	\$0	\$0	\$0	\$0	\$6,812
<b>Task 7 - Additional Services (T&amp;M)</b>																			
7.1 Property Acquisition Support	4	\$900	16	\$2,720	32	\$4,896	32	\$3,690	0	\$0	10	\$600	94	\$12,796	\$204	\$0	\$0	\$0	\$63,000
7.2 Public Relations	2	\$450	8	\$1,360	8	\$1,224	8	\$920	10	\$1,030	0	\$0	36	\$4,964	\$16	\$0	\$0	\$0	\$5,000
<b>Task 7 - Subtotal</b>	<b>6</b>	<b>\$1,350</b>	<b>24</b>	<b>\$4,080</b>	<b>40</b>	<b>\$6,120</b>	<b>40</b>	<b>\$4,610</b>	<b>10</b>	<b>\$1,030</b>	<b>10</b>	<b>\$600</b>	<b>130</b>	<b>\$17,780</b>	<b>\$220</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$68,000</b>
<b>Total</b>	<b>82</b>	<b>\$18,450</b>	<b>398</b>	<b>\$67,320</b>	<b>632</b>	<b>\$96,696</b>	<b>2,339</b>	<b>\$268,985</b>	<b>1,272</b>	<b>\$131,016</b>	<b>65</b>	<b>\$3,900</b>	<b>4,788</b>	<b>\$586,579</b>	<b>\$17,921</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$722,000</b>



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

PRICE WILL BE BASED ON FEES ATTACHED, AS EXHIBIT B ATTACHMENT A

EXHIBIT C  
PROJECT SCHEDULE

NO SCHEDULE AVAILABLE FOR THIS PROJECT

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

REVISED 8/13/08

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, Camp Dresser and McKee, Inc., Engineering Firm, a Massachusetts Corporation hereby certifies that wages, rates and other factual unit costs supporting the compensation for the engineering services of the CONSULTANT to be provided under the Professional Services Agreement, concerning Golden Gate Canal Intake and Transmission Main project is 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 Camp Dresser and McKee, Inc. (“the 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 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 CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY 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 CONTRACTOR being liable for any violation of the law by such third parties.

4. The 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 CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

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

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



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**ACKNOWLEDGMENT**

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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)