

PROFESSIONAL SERVICES AGREEMENT

Bid/Proposal No. 010-09

Contract No. _____

Project Name Aquifer Storage and Recovery (ASR) test well construction administration

THIS AGREEMENT is made and entered into this 3rd day of June, 2009, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **Hazen and Sawyer, P.C. a New York** corporation, authorized to do business in the State of Florida, whose business address is **2101 NW Corporate Boulevard, Suite 301, Boca Raton, FL 33431** (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 **Aquifer Storage and Recovery (ASR) test well construction administration at the City's Wastewater Treatment Plant**, (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 December 31, 2009**, 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 at least 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 twelve 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 \$84,760.00** 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:
Hazen and Sawyer, P.C.
2101 NW Corporate Boulevard, Suite 301
Boca Raton, FL 33431
Attn: Albert Muniz, P.E. / Project Director

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:
Hazen and Sawyer, P.C.
A New York 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
City Task Order No. 2**

**Hazen and Sawyer Project No.: 41000-002
Construction Management and Inspection**

May 26, 2009

OVERVIEW

The City of Naples City Council (hereinafter **City**) requested that Hazen and Sawyer, P.C. (hereinafter **H&S**) assist the City with engineering services related to Water Use Permitting for the City of Naples. One element of the Water Use Permit (WUP) includes construction of a reclaimed water / raw surface water aquifer storage and recovery (ASR) system to assist the City in meeting irrigation demands. This work is related to the ongoing water use permitting assistance efforts for which Hazen and Sawyer was selected.

Services provided in this Task Order include construction management and inspection related to construction and testing of an ASR well at the City's wastewater treatment plant (WWTP). The scope of work described in this Task Order is organized authorization into tasks as follows:

- Task 1 – Preliminary Design (not used)
- Task 2 – Final Design (not used)
- Task 3 – Permitting (not used)
- Task 4 – Construction Bid Services (not used)
- Task 5 – Construction Contract Administration
- Task 6 – Detailed Observation
- Task 7 – Additional Services (not used)

Specific tasks included in this Task Order are construction contract administration and detailed observation (i.e., Tasks 5 and 6). Included in the construction contract administration task (i.e., Task 5) are general coordination efforts needed to assist the City in complying with requirements of the District and Big Cypress Basin related to funding from the Alternative Water Supply program. In addition, Task 5 will also include preparation of a well completion report which will be used to support a Class V injection well construction and testing application.

SCOPE OF SERVICES

TASK 5 – CONSTRUCTION CONTRACT ADMINISTRATION

5.1 – General Management

Provide services for the management of engineering services during the construction period. Such management activities shall include project coordination with the City, contractor and resident project representative. Attend coordination meetings with contractor and City during course of project. General management shall also include scheduling specialty inspections, and general correspondence with City, construction contractor and subcontractors.

Maintain orderly files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including all change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

Receive and log correspondence, change orders, shop drawings, and submittals received from the contractor.

5.2 – Contract Interpretations and Clarifications

Prepare and issue necessary technical interpretations and clarifications of the Contract Documents in a timely manner. Make recommendations on requests of the contractor and the City as to the acceptability of construction or the interpretation of the technical requirements of the Contract Documents.

5.3 – Change Orders

Review the technical appropriateness, project cost and/or schedule impacts because of changes submitted by the contractor, requested by the City or recommended by the H&S. Changes may be the result of unforeseen conditions or interferences identified by the contractor during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, or additional improvements requested by the City after the project bid date.

Comment on the technical aspects and impact of the change request in terms of project cost and schedule. Prepare change orders and negotiate changes in contract time and cost with the contractor. Prepare an analysis of the change request indicating reasons for acceptance, references to applicable sections of the contract documents that validate or disclaim the change request, and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. Prepare, recommend and submit for City's approval such change orders.

Services do not include claims analysis or litigation support.

5.4 – Work Change Directives

Due to the fast track nature of this project, the City authorizes H&S to issue work change directives after review with the City. A work change directive will be a written directive to the contractor issued after contract execution, signed by the City and recommended by H&S ordering an addition, deletion or revision in the work. A work change directive will not change the Contract price or time, but it is evident that the parties expect that the change directed or documented by a work change directive will be incorporated into a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

Issue work change directives only when necessary to avoid potential project delivery delays associated with the time needed to negotiate and process change orders.

5.5 – Shop Drawings

Review shop drawings and any other submittals (except detailed construction progress schedules) that the contractor is required to submit by the Contract Documents. Reviews shall be completed within twenty-one (21) calendar days of H&S's receipt of the submittal except for special items requiring longer review time if so noted in the Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Contract Documents. Determine the acceptability of materials and equipment proposed by the contractor. Shop drawings shall be returned to the contractor with H&S's written comments and recommendations concerning their completeness under the Contract Document.

Retain one copy of each shop drawing for delivery to the City at the end of the project.

5.6 – Pay Requests

Review the construction contractor's monthly applications for payment and accompanying data and recommend approval of payments due to the construction contractor. H&S's recommendation of any payment requested in an application for payment will constitute a representation by H&S to the City as an experienced and qualified professional, that based on H&S's Resident Project Representative on-site observations of construction in progress; that, to the best of H&S's knowledge and belief, that construction has progressed to the point indicated and that the quality of construction is in substantial accordance with the Contract Documents.

Process pay requests in accordance with the Florida Prompt Payment Act. All incoming invoices processed by H&S will be mechanically stamped with the date received.

5.7 – Construction Schedule Submittal Review

The contractor shall be required to submit detailed construction progress schedules on a monthly basis. Review the contractor's progress schedule for acceptance. Acceptance will demonstrate that the schedule is acceptable with respect to the Contract Documents.

5.8 – Project Progress Reports

Prepare monthly project progress reports to document project status as required for compliance with the District's Alternative Water Supply program. A memorandum summarizing the hydrogeologic data collected during the well construction and testing will also be prepared and submitted to the District to document completion of the project and close-out of the FY 2009 funding requirements.

5.9 – Well Completion Report

Prepare and submit a well completion report that documents the well construction and testing. This report will be used to support the Class V Injection Well construction and testing permit application to be submitted to the Florida Department of Environmental Protection (FDEP) under separate contract.

TASK 6 – DETAILED OBSERVATION

6.1 – Resident Project Representative

Furnish Resident Project Representative (RPR) to observe construction and testing activities as follows:

- Construction Observation – Conduct on-site observations of construction in progress to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that completed construction conforms to the Contract Documents. Inform H&S and the Contractor whenever RPR believes that any construction is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
-
- Photographic Record – Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital type taken to define the progress of the project and unusual or important construction events as deemed necessary.
- General Coordination – Coordinate submittal of O&M manuals, operation and maintenance training plans and schedules, startup and testing plans and schedules, and assist the City to

establish a schedule and venue for training sessions. Oversee substantial and final completion inspections, coordinate delivery of spare parts and warranties, and maintain the punch list. Upon RPR issuance of a punch list for a substantially complete work element, the RPR will follow up to assure that punch list items are corrected and/or completed.

- Coordinate Laboratory Testing – Coordinate with City’s testing laboratory to schedule water sample collection and laboratory tests as requested by the contractor and required by the Contract Documents.
- Observe Regulatory Agency Inspections – Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections in the daily reports which will be recorded on H&S’s standard forms.

- Daily Log – Keep a daily diary and / or log book recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Forward the RPR’s completed daily logs to the City on a regular basis.

- Construction Progress Meetings – Chair periodic progress meetings with the construction contractor and the City to review project status and identify issues that may affect the project schedule. Such issues may include suggested changes and/or methods to keep the project on schedule (except for the construction contractor's means, methods, techniques, sequences or procedures of construction). Prepare and issue written meeting minutes to the City and the Contractor. Additional representatives of H&S (i.e., technical experts, project manager, etc.) will accompany the RPR as necessary during the construction and testing period as specific needs arise.

- Well Performance Testing – RPR will coordinate with the well drilling contractor to observe and record hydraulic information during the performance testing of the new wells. The performance testing requirements will be outlined for the well drilling contractor in the Contract Documents. Information to be recorded for use in design of pumping equipment includes:
 - ✓ Pumping rate
 - ✓ Water levels every two minutes during the pumping period
 - ✓ Static water level prior to pumping
 - ✓ Drawdown

- Geological Log – Collection and analysis of drill cutting and preparation of a log of drill cutting lithology.

6.2 – Specialty Inspections

Furnish the periodic services of engineering staff experience in water supply well construction to supplement the RPR during the construction and testing period as appropriate to perform specialized inspections associated with work and compliance reporting in accordance with regulatory agency construction permit sworn statement requirements.

Specialty inspection labor will include attendance at field meetings requested by the City.

6.3 – Substantial Completion Inspections

Conduct substantial completion inspections when requested by the contractor and the RPR recommends that the work is sufficiently complete to warrant a substantial completion inspection. The following substantial completion inspections are contemplated:

- One (1) substantial completion inspection

During the substantial completion inspection the inspection staff will prepare initial punch list items requiring completion or correction to the satisfaction of City. The RPR will be responsible for maintaining the punch-list and issuing updates to the punch-list on a periodic basis.

6.4 – Project Closeout Services

Upon the request of the contractor and concurrence of the RPR and the City, conduct final inspections of portions of the project as they are finished to determine if construction has been completed in substantial accordance with the contract documents and the construction contractor has fulfilled its obligations there under. The following project closeout inspections are contemplated:

- One (1) project closeout inspection

Based on the results of the final inspection, judge the work complete or not complete. If the work is judged complete, issue a “notice of final acceptance and recommendation for final payment” .

List of Deliverables:

Deliverable	Description
5.1	Weekly construction reports
5.2	Pay request recommendations (as applicable)
5.3	Monthly project progress report for AWS
5.4	Memorandum summarizing hydrogeologic data
5.5	Well completion report
6.1	Daily construction reports
6.2	Minutes from construction meetings
6.3	Substantial completion letter
6.4	Final completion letter

Key Assumptions

A list of project assumptions is presented below:

- 1) The construction duration is estimated to be 90 calendar days.
- 2) The City shall assign a project manager to serve as liaison between other parties (e.g., City and Consultants).
- 3) The project will achieve substantial completion before August 21, 2009.
- 4) The project will achieve final completion before August 31, 2009.
- 5) The City shall provide written comments within two weeks of submittal of document.
- 6) The City will pay for all permit fees.
- 7) The City will be provided with six (6) copies of draft documents.
- 8) The City will be provided with six (6) copies of final documents.
- 9) H&S will not proceed with work above the level of effort estimated in the attached fee schedule without prior approval from the City

END OF EXHIBIT A

EXHIBIT B
BASIS OF COMPENSATION

Compensation for the above services will be based on a lump sum basis based on the level of effort noted in that attached fee schedule and as shown below:

Task	Description	Estimated Cost
5	Construction Contract Administration	\$36,310
6	Detailed Observation	\$48,450
	Total Cost	\$84,760

The total cost for services for this package will not exceed **\$84,760.00** without formally amending the Scope of Work.

END OF EXHIBIT B.

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EXHIBIT B – ATTACHMENT A

SCHEDULE OF FEES FOR BASIC SERVICE

Task Order No.: 2

TASK	DESCRIPTION	COST					TASK TOTAL
		Principal \$185	Senior Eng \$160	Engineer \$125	Inspector \$80	Technical \$70	
1	Construction contract admin.	110	4	80	0	76	\$36,310
2	Detailed observation	30	20	16	452	22	\$48,450
	PROJECT TOTALS	140	24	96	452	98	\$84,760
1	Construction contract admin.						
	Office support	70		40		60	\$22,150
	Reports	40	4	40		16	\$14,160
	<i>Sub-total</i>	110	4	80	0	76	\$36,310
2	Detailed observation						
	Daily oversight		12		400	16	\$35,040
	Testing oversight	12	4		40		\$6,060
	Data analysis	16	4	16	8	4	\$6,520
	Project closeout	2			4	2	\$830
	<i>Sub-total</i>	30	20	16	452	22	\$48,450
	PROJECT TOTALS	140	24	96	452	98	\$84,760

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

SEE EXHIBIT B – ATTACHMENT A

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

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EXHIBIT C
PROJECT SCHEDULE

SCHEDULE

The schedule for the proposed services is presented below:

Deliverable	Description	Estimated weeks from NTP
5.1	Weekly construction reports	16
5.2	Pay request recommendations (as applicable)	16
5.3	Monthly project progress report for AWS	16
5.4	Memorandum summarizing hydrogeologic data	16
5.5	Well completion report	20
6.1	Daily construction reports	Weekly
6.2	Minutes from construction meetings	As Needed
6.3	Substantial completion letter	TBD
6.4	Final completion letter	TBD
	Total	~24

NTP = Notice to proceed

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

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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, **Hazen and Sawyer, a New York 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 engineering services for Aquifer Storage and Recovery (ASR) test well construction administration at the City's Wastewater Treatment Plant, are accurate, complete and current as of the time of contracting.

NAME OF CONSULTANT

Hazen and Sawyer, P.C.

By:

Printed Name:

Title:

EXHIBIT F

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Hazen and Sawyer, P.C.** (“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)