

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 046-09

Contract No. _____

Project Name East Naples Solana Road Booster Pump Stations Improvement

THIS AGREEMENT (the "Agreement") is made and entered into this 3rd day of March, 2010, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Douglas N. Higgins, Inc., a Michigan corporation, **3390 Travis PTE. Rd., Ste. A, Ann Arbor, MI, 48108**, (the "CONTRACTOR").

WITNESSES:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR 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 CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **East Naples and Solana Road Booster Pump Stations Improvement**, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR 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 CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR 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 or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, 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 CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR'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 CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. 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. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY 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 2 years of gross compensation from the CITY, whichever is greater.

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

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR 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 CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

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

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

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be **Substantial Completion: 180 days from the written issuance of the Notice To Proceed; Final Completion: 210 from the written issuance of the Notice To Proceed.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, 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 CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY 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.

3.4. Should the CONTRACTOR 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 CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$2,530,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR 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. the CITY, or any duly authorized agents or representatives of the CITY, 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 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

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

**ARTICLE NINE
WAIVER OF CLAIMS**

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

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY 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 the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR'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 CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY 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 the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR 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. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. 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 THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY 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 CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR 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 CONTRACTOR's address of record:

Douglas N. Higgins, Inc.
3390 Travis PTE. Rd., Ste. A
Ann Arbor, MI 48108
Attn: Kelly A. Wilkie, Vice President

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

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

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

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. 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.

14.5. 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.

14.6. 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.

Sec. 14. 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 “D”**.

**ARTICLE FIFTEEN
APPLICABLE LAW**

15.1. 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 Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Douglas N. Higgins, Inc.
A Michigan Corporation

By: _____
Its _____

Witness

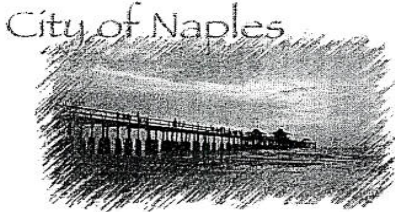
(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.



INVITATION FOR BID

**CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102**

PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 09/23/09	TITLE: EAST NAPLES/SOLANA ROAD BOOSTER PUMP STATION SYSTEM IMPROVEMENTS	NUMBER: 046-09	OPENING DATE & TIME: 11/03/09 2:00 pm
A site visit for all Bidders will be held on October 14, 2009 beginning at 2279 Pineland Avenue, Naples, FL 34112 at 10:00 a.m			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Douglas N. Higgins, Inc.			
MAILING ADDRESS: 3390 Travis Pointe Road, Suite A			
CITY-STATE-ZIP: Ann Arbor, MI 48108			
PH: 734-996-9500		EMAIL: brandyb@dnhiggins.com	
FX: 734-996-8480		WEB ADDRESS:	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
AUTHORIZED SIGNATURE <i>Kellya Wilkie</i>	DATE Nov. 3, 2009	PRINTED NAME/TITLE Kelly A. Wilkie Vice-President	
Please initial by all that apply I acknowledge receipt of the following addendum			
<input checked="" type="checkbox"/> Addendum #1	<input checked="" type="checkbox"/> Addendum #2	<input checked="" type="checkbox"/> Addendum #3	<input checked="" type="checkbox"/> Addendum #4

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

ORIGINAL

NAME OF BIDDER: Douglas N. Higgins, Inc.

SECTION 00300

BID FORM

NAME OF BIDDER: Douglas N. Higgins, Inc.

**PROJECT IDENTIFICATION: City of Naples
East Naples and Solana Road Booster Pump Station
Improvements Project**

THIS BID IS SUBMITTED TO: City of Naples
Purchasing Division
270 Riverside Circle
Naples, FL 34102

BID DATE: November 03, 2009

THIS BID SUBMITTED BY: Douglas N. Higgins, Inc.
3390 Travis Pointe Rd., Ste. A
Ann Arbor, MI 48108

TELEPHONE NO: 734-996-9500

FLORIDA CONTRACTOR LICENSE NO. CGC060189

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. <u>1</u>	Dated <u>10-1-09</u>	No. <u>4</u>	Dated <u>11-2-09</u>
No. <u>2</u>	Dated <u>10-7-09</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>10-27-09</u>	No. _____	Dated _____

BID NUMBER: 046-09
BID OPEN DATE: 11/03/2009
CITY PROJ. NO. 02K01

00100 - 1 -
EAST NAPLES/SOLANA ROAD IMPROVEMENTS

Tt#200-08516-08006

Douglas N. Higgins, Inc. - Field Equipment

Model Year **Description**

1996	Case 580 backhoe
1995	Case 580 backhoe
2005	Case 580SM 4wd extendahoe
1999	Caterpillar 436C backhoe
2001	Caterpillar 420D backhoe
2001	Caterpillar 420D backhoe
1995	Dynapac CA251D vibratory roller
2003	Hudco HC40 vibratory compactor
1999	Hudco HC40 vibratory compactor
2005	Wacker BPU3050A vibratory plate compactor
2005	MBW groundpounder GP5500H vibratory plate compactor
2005	Bomag BT 65/4 jumping jack tamper/compactor
1998	Bomag 142D vibratory compactor
2004	Wacker BPU-3050A vibratory plate compactor
2004	Wacker rammer model BS70-2I compactor
2000	Wacker BPU2440A vibratory plate compactor
2000	Wacker BPU5045A vibratory plate compactor
2002	Wacker BS52Y rammer vibratory compactor
2005	Multiquip-Rammax P24FM vibratory roller
2004	Multiquip-Rammax P16FM vibratory roller
2005	Bomag 124DH-3 vibratory compactor
2004	Bomag BE124 vibratory compactor
2006	Intersoll Rand P185WJD compressor
2006	Sullair model 185 compressor
1997	Caterpillar D6MXL dozer
2001	John Deere 450H dozer
1998	John Deere 450G dozer
2005	John Deere 650J dozer
1997	Caterpillar 350L excavator
2002	Caterpillar 322BL excavator
1998	Caterpillar 312BL excavator
1987	Caterpillar 225BLC custom 180 excavator w/hudco
1986	Caterpillar 225 excavator w/hudco
2004	John Deere 225C RTS excavator
2003	John Deere 135C excavator
2002	John Deere 50ZTS excavator
2003	John Deere 50C compact excavator
1998	Caterpillar 320BL excavator
2004	Hitachi Excavator
2005	John Deere 225C RTS excavator
2005	John Deere 50DXTS compact excavator
2005	John Deere 450C excavator
2006	John Deere 75CZ excavator
2006	John Deere 50ZTS compact excavator

NAME OF BIDDER: Douglas N. Higgins, Inc.

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

<u>Item No.</u>	<u>Equipment Item or Material</u>	<u>Specification Section No.</u>	<u>Base Bid Manufacturer/Supplier</u>
1	Paint	09900	A. Tnemec B. Carboline C. Sherwin Williams D. ICI
2.	High Service Pumps	11210	A. Peerless
3.	Flow Meters	15050	A. Siemens
4.	Ductile Iron Pipe and Fittings	15050	A. American Ductile Iron Pipe Company B. U.S. Pipe Company and Foundry Co.
5.	Gate Valves	15050	A. Clow B. American Darling C. U.S. Pipe D. Kennedy E. Mueller
6.	Air Release Valves	15050	A. Valmatic
7.	Check Valves	15050	A. Valmatic B. APCO
8.	Butterfly Valves	15050	A. Pratt B. DeZurik
9.	Generators	16230	A. Caterpillar B. Cummins C. Kohler Co.
10.	Variable Frequency Drives	16151	A. Telecanique Altivar 61
11.	Motors	16220	A. Siemens B. Reliance Electric C. U.S. Electric Motors

END OF SECTION

BID NUMBER: 046-09
BID OPEN DATE: 11/03/2009
CITY PROJ. NO. 02K01

00100- 11 -
EAST NAPLES/SOLANA ROAD IMPROVEMENTS

Tt#200-08516-08006

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows *[or in Exhibit B-1, which is attached and made part of this Agreement]*:

Liquidated Damages:

Contractor shall pay Owner five hundred dollars (\$500) per day for each day that expires after the specified Contract Time.

This request is based on a low bid of \$2,358,450 per Schedules 1, 2, 3, and 5 of Bid; PLUS \$158,550 for contingencies at the sole discretion of the City, per Schedule 4 of the bid; PLUS \$13,000 for Additive Alternative "E" (TOTAL: \$2,530,000).

SEE SCHEDULE ON FOLLOWING PAGE.

**BID SCHEDULE PER ADDENDUM NO. 2
CITY OF NAPLES
EAST NAPLES AND SOLANA ROAD BOOSTER PUMP STATION IMPROVEMENTS PROJECT**

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
Schedule 1: General					
1.1	Mobilization/Demobilization	1	LS	\$ 20,500.00	\$20,500.00
1.2	General Requirements	1	LS	\$ 12,000.00	\$12,000.00
1.3	Indemnification	1	LS	\$ 2,500.00	\$2,500.00
Subtotal for Schedule 1				\$ 35,000.00	\$ 35,000.00
Schedule 2: East Naples Booster Pump Station					
2.1	High Service Pumps	2	EA	\$ 62,000.00	\$ 124,000.00
2.2	High Service Pump Refurbishment	1	EA	\$ 54,250.00	\$ 54,250.00
2.3	Variable Frequency Drives	3	EA	\$ 55,500.00	\$ 166,500.00
2.4	Variable Frequency Drive Installation	1	LS	\$ 4,000.00	\$ 4,000.00
2.5	Generator	1	EA	\$ 171,000.00	\$ 171,000.00
2.6	Electrical and Instrumentation	1	LS	\$ 427,500.00	\$ 427,500.00
2.7	Florida Power and Light Fees	1	LS	\$ 20,000.00	\$ 20,000.00
2.8	HVAC	1	LS	\$ 19,000.00	\$ 19,000.00
2.9	Influent and Effluent Meters	2	EA	\$ 20,500.00	\$ 41,000.00
2.10	Demolition	1	LS	\$ 2,100.00	\$ 2,100.00
2.11	Building Modifications	1	LS	\$ 152,000.00	\$ 152,000.00
2.12	Landscaping	1	LS	\$ 13,000.00	\$ 13,000.00
2.13	Painting	1	LS	\$ 9,000.00	\$ 9,000.00
2.14	**Collier County Permitting**	1	LS	\$ 2,100.00	\$ 2,100.00
Subtotal for Schedule 2					\$ 1,205,450.00
Schedule 3: Solana Road Booster Pump Station					
3.1	High Service Pumps	3	EA	\$ 78,500.00	\$ 235,500.00
3.2	Variable Frequency Drives	3	EA	\$ 62,000.00	\$ 186,000.00
3.3	Variable Frequency Drive Installation	1	LS	\$ 4,000.00	\$ 4,000.00
3.4	Generator	1	EA	\$ 171,500.00	\$ 171,500.00
3.5	Electrical and Instrumentation	1	EA	\$ 408,000.00	\$ 408,000.00
3.6	Florida Power and Light Fees	1	LS	\$ 20,000.00	\$ 20,000.00
3.7	HVAC	1	LS	\$ 19,000.00	\$ 19,000.00
3.8	Installation of City Purchased Flow Meter	1	EA	\$ 1,400.00	\$ 1,400.00
3.9	Building Modifications	1	LS	\$ 44,500.00	\$ 44,500.00
3.10	Demolition	1	LS	\$ 1,600.00	\$ 1,600.00
3.11	Painting	1	LS	\$ 4,000.00	\$ 4,000.00
3.12	Allowance for City Building Permits	1	LS	\$ 1,500.00	\$ 1,500.00
Subtotal for Schedule 3					\$ 1,097,000.00
Schedule 4: City Contingency Allowance					
4.1	City Contingency Allowance	1	EA		\$ 100,000.00
4.2	Programming and Software Services Allowance	1	EA		\$ 75,000.00
Subtotal for Schedule 4					\$ 175,000.00
Schedule 5: All Other Work					
5.1	All other work at the East Naples and Solana Road Booster Pump Station not included in Schedules 1 through 3	1	EA	\$21,000.00	\$21,000.00
Subtotal for Schedule 5				\$21,000.00	\$21,000.00

Total Base Bid Price for the Contract
(Sum of Schedules 1 through 5)
Two million five hundred thirty three four hundred fifty dollars
(In Words)

\$2,533,450.00
(In Figures)

ADDITIVE ALTERNATES

- A. Paint the ground storage tanks at the East Naples site in accordance with Specification Section 09900, Class 4 Exposure

Total Additive Alternate "A"

fifty four thousand five hundred dollars
(In Words)

\$54,500.00
(In Figures)

- B. Add an electrically actuated 12-inch gate valve to the existing 12-inch main on Pineland north of 16-inch pump station discharge.

Total Additive Alternate "B"

fourteen thousand dollars
(In Words)

\$ 14,000.00
(In Figures)

- C. Replace the existing louver in the Solana pump building.

Total Additive "C"

five thousand dollars
(In Words)

\$5,000.00
(In Figures)

- D. Allowance for local permitting requirements and/or structural improvements to the ground storage tanks at East Naples.

Total Additive Alternate "D"

Fifty Thousand Dollars
(In Words)

\$50,000.00
(In Figures)

- E. Removal and replacement of the pump(s) suction and discharge piping and valves at both pump stations.

Total Additive Alternate "E"

thirteen thousand dollars
(In Words)

\$ 13,000.00
(In Figures)

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Douglas N. Higgins, 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 _____, 2010.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2010.

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

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)