CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 018-12

Contract No. 12-60024

Project Name Reclaimed Water Distribution Expansion

THIS AGREEMENT (the "Agreem ent") is made and entered into this 16th Day of May, 2012 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Weston & Sampson Engineers, Inc, authorized to do business in the State of Florida, located at 4210 Metro Parkway, Suite 250, Fort Myers, Florida 33916, (the "CONTRACTOR").

WITNESSETH:

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 m utual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

- 1.1. The Services to be perform ed by CONTRACTOR are generally described as to provide professional design services and to construct the expansion of the reclaimed water distribution system, 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 Agreemant 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 performation ed 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 entitlem ent 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 qualifie d licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Mana ger 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 ty pe 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 perform ed 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 perform ance 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 em ployees, 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 y ears 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 CONTRACT OR 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 form er 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 form er 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 coordina tor 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 inform ation, 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)) sha II only be made by or upon the authoriz ation of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurem ent policies.

- 2.2. The Project Coordinator shall:
- (a) Review and make appropriate recommendations on all requests subm itted 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 commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project m ust be completed before September 30, 2013.
- 3.2. Should the CONTRACTOR be obstructed or delay ed in the prosecution or com pletion 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 enem y, 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 deem ed 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 dut y 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 paragra ph 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 CONTRACT OR by the CITY for all Services shall not exceed \$1,099,100.00 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 term ination 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 perm ission 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 attorney s' 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 perform ed 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 contract or or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreem ent shall, however, be construed as constituting an agreem ent 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 bey ond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final pay ment shall constitute a full waiver of any and all claim s, except for insurance company subrogation claims, by it against the CITY arising out of this Agreem ent 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 pay ment. Neither the acceptance of the CONTRACTOR's services nor pay ment 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 term inate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such term ination 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 an y 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 m ade pursuant to this Ag reement to be given by the CONTRACTOR to the CITY shall be in writing and shall be deliver ed 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 m ade pursuant to this Ag reement to be given by the CITY to the CONTRACTOR Rev. 8/13/08

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:

Weston & Sampson Engineers, Inc 4210 Metro Parkway, Suite 250 Fort Myers, Florida 33916 Attn: Jeffrey A. Wilson, P.E., Regional Office Manager

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 Agreem ent are for the purpose of convenience only and shall not be deem ed 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:

Tara A. Norman, City Clerk

CITY OF NAPLES, FLORIDA, A Municipal Corporation

A. William Moss, City Manager

Approved as to form and legal sufficiency:

Robert D. Pritt, City Attorney

CONTRACTOR:

A Massachusetts Corporation

WESTON & SAMPSON ENGINEERS, INC.

Florida Regional Manager

Patrick J. Connelly, P.E.

Its Chief Operating Officer

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

Scope of Services

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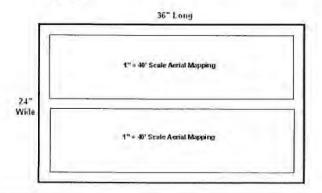
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1. PRELIMINARY ENGINEERING ANALYSIS

- a. Potential Reclaimed Water Service Areas
 - i. Research potable water records for high demand users.
 - Working in conjunction with OWNER information, review five years of potable water usage data within the City to determine high usage and large users
 - ii. Estimate "irrigation" demand
 - Based upon typical potable water usage, develop a methodology for determining an allocation for the high demand users of potable water used for:
 - a. Domestic usage
 - b. Irrigation usage
 - iii. Identify potential reclaimed water customers
 - Using information developed above, identify reclaimed water service sub-areas of potential customers within the City-limits
 - 2. Potential Reclaimed Water Customer Connectivity
 - a. Review likelihood of connection in each area.
 - Conduct an informal public opinion survey to gauge the support of the potential customers regarding receiving Reclaimed Water Services. This is not intended to be an intense marketing campaign.
 - 3. Evaluate and rank each service sub-area on the following:
 - Reclaimed water consumption
 - b. Likelihood of reclaimed water customer connections.
 - c. Result of "surveys".
 - iv. Alternative Analysis for Expanding Reclaimed Water System
 - Using the previously identified potable water high usage and large users, prepare up to 5 alternatives for reclaimed water system expansion to accommodate areas of potential high irrigation demands
 - Prepare preliminary pipe line schematics at 1"= 500' (or similar) scale base maps using available aerial mapping.
 - Prepare preliminary sizing of reclaimed water mains using the updated reclaimed water model (task described herein)
 - Prepare budget-level preliminary opinions of probable project cost(s) for the alternatives
 - Rank alternatives, including the results from the computer modeling performed under TASK 2-MODELING, using criteria that may include
 - a. Water consumption

- b. Likelihood of connections.
- c. Preliminary opinions of probable cost
- d. Constructability
- e. Environmental factors
- f. Safety
- g. Consistency with future long-range planning
- Hydraulic considerations as it may impact the overall system
- i. Other criteria as appropriate
- 3. Prepare a technical memorandum which summarizes:
 - a. High demand potable water users
 - b. Projected irrigation demands
 - c. Connectivity-potential for new reclaimed water users
 - Alternatives considered for expansion of reclaimed water system
 - e. Ranking of alternatives
- v. Selection of Alternative(s) for Implementation
 - Conduct a meeting with OWNER to review and discuss the findings.
 - Based on this information, OWNER will select one or more alternatives to implement.
 - Under a subsequent task, CONSULTANT will prepare a conceptual design for these alternate(s)
 - The construction costs for the reclaimed water alternative(s) to be designed and constructed under this agreement are intended to be approximately \$9,000,000.
- b. Reclaimed Water 30% Design for Selected Alternative(s)
 - i. Preliminary Design Parameters
 - Refine, as necessary, the preliminary sizing of reclaimed water system improvements using the updated reclaimed water model (task described herein)
 - ii. Preliminary Alignment
 - Develop base mapping
 - a. Prepare 1"= 40' scale base maps using available aerial mapping.
 - i. Each sheet will measure approximately 24" x 36"
 - Each sheet will contain approximately 2,000 linear feet of the proposed reclaimed water corridor.

- Identification of Existing Utilities within the Proposed Corridors
 - i. To the extent possible without benefit of field topographical survey, identify existing utilities (potable water, sanitary sewer, storm drainage, natural gas, electric, telephone, cable TV, fiber optic cables, traffic control loops incorporated in the pavement) within the corridors. Where possible obtain preliminary location information that may impact the proposed routing from the following utilities.
 - City of Naples (potable water, reclaimed water, sanitary sewer)
 - 2. FPL (electric)
 - 3. TECO (natural gas)
 - 4. Comcast (cable TV)
 - 5. Centurylink (telephone and fiber optic)
 - DOT-OWNER and/or county (traffic signal controls)
- Develop a preliminary alignment for the selected reclaimed water system improvements.
 - a. OWNER desires to have proposed reclaimed water mains located under pavement.
 - CONSULTANT shall review OWNER's five-year paving plan for coordination potential.
- 3. The exhibits shall display the following information:
 - Approximate location of existing utilities as provided to CONSULTANT by available record drawings, interviews, or observed on-site.
 - Approximate locations of existing public right-of-way (not surveyed).
 - Projected reclaimed water customer base along the corridor.



- iii. Preliminary Opinion of Probable Project Costs
 - 1. Using information developed during 30% design
 - a. Prepare a preliminary schedule of quantities
 - Update the opinion of probable construction cost from the alternative(s) analysis
- c. Reclaimed Water System Expansion Preliminary Engineering Report
 - Prepare a "stand-alone" document that summarizes the following elements performed under this task:
 - Potential Reclaimed Water Service Areas
 - a. Projected demands and potential customers
 - Alternative(s) investigated
 - c. Ranking of alternative(s)
 - d. Selected alternatives(s) for implementation
 - 2. Reclaimed Water 30% Design for Selected Alternative(s)
 - a. Preliminary design parameters.
 - Exhibits presenting the preliminary alignment for the selected improvements. These exhibits shall serve as the basis of the final reclaimed water main design.
 - c. Preliminary budget-level opinions of probable project costs
 - 3. Reclaimed Water Modeling (performed under Task 2-MODELING)
 - a. A summary of the existing reclaimed water system
 - The present and projected reclaimed water demand requirements
 - Pressure and flow testing results
 - d. Hydraulic modeling update, expansion, calibration, and results
 - e. Evaluation of storage requirements
 - Recommend improvements and develop a prioritized phased improvement program with preliminary opinions of probable costs
 - ii. Report Review Meeting
 - 1. Deliverable(s)
 - a. Provide up to 5 paper copies of the final report to OWNER.
 - Provide an electronic file in PDF format of the final report to OWNER.
 - Attend a meeting with OWNER and present the findings contained within the report.

2. COMPUTER MODELING

a. Reclaimed Water System

Currently there are 616 customers connected to the reclaimed water distribution system. Residential customers, commercial customers, and City-owned parks and medians constitute 509 of the customers. The remaining 11 customers are bulk users (golf courses).



- Update and calibrate existing reclaimed water model
 - 1. Confirm accuracy of existing model
 - a. Reclaimed Water Distribution System Physical Characteristics and Operational Features
 - i. Visit the facilities and conduct discussions with appropriate representatives to understand current operations. Collect and review available data in the form of studies, reports, regulations, and records. Included in the data collection and analysis shall be reclaimed water main break histories, flow testing records, metering and consumption records, reclaimed water storage tank level records, and pressure characteristics of the supply points.
 - b. Update the hydraulic model using the data from:
 - base mapping
 - ii. record plans
 - iii. recent mapping
 - iv. other available records
 - c. Reclaimed Water System Map in ESRI® Format.
 - i. Update the existing GIS.
 - Using the historical population and reclaimed water usage statistics, update irrigation and non-potable water demands to the year 2012 conditions, to

include average day, maximum day, and peak hour water demands.

2. Calibrate existing model

a. Field Testing

- Recommend pressure monitoring and flow tests to calibrate the hydraulic model to establish and verify flow capabilities.
- ii. Prepare a map showing the location of the suggested flow tests.
- iii. NOTE: Actual field testing shall be performed by the OWNER

b. Model Calibration.

 Calibrate the hydraulic model using the pressure monitoring and fire hydrant flow test data.

3. Identify areas of concern

- a. Conduct hydraulic model flow simulations under three demand conditions: normal daytime demands, peak-hour demands, and maximum-day demands with fire flows. Use the hydraulic model to:
 - Locate areas where excessive head-losses in reclaimed water mains can cause pressure deficiencies.
 - Locate areas where the reclaimed water distribution system mains and storage are not adequate to supply fire flow requirements.
 - Determine volume of storage necessary to serve customers effectively. Evaluate options for using converted and/or new tank(s) to meet needs.

4. Identify alternatives to improve system

- a. Evaluate options to improve reclaimed water distribution system flows, pressures, and reliability, including completion of reclaimed water main improvements such as the reclaimed water main looping, or replacement of mains.
- Prioritize the improvements to eliminate existing and future deficiencies in a cost-effective manner.

Evaluate Future Conditions (With expanded reclaimed system, increased usage, population)

Identify areas of concern

- a. Estimate near term and future (2032) average day, maximum day, and peak hour water demands. Future estimates shall include:
 - Commercial, residential, industrial, and institutional non-potable demand trends.
 - Expansion of the system to serve new customers and existing customer transfer of irrigation demand.
- b. The future condition would expand the reclaimed water system, increasing irrigation demands and fire flows by transferring these demands to the expanded reclaimed water system. Conduct hydraulic model flow simulations under three demand conditions: normal daytime demands, peak-hour demands, and maximum-day demands with fire flows. Use the hydraulic model to:
 - Locate areas where existing reclaimed water mains are undersized to provide adequate flows.
 - Determine optimum size of reclaimed water transmission and distribution mains to provide needed flows and pressures.

2. Identify areas to improve system

- Develop alternatives for expanding the system with new reclaimed water customers, as identified under Task 1a.
- Prioritize the improvements to eliminate existing and future deficiencies in a cost-effective manner.
- Prepare a capital improvement plan and a phased implementation schedule for system improvements.
- d. Develop a preliminary opinion of probable project cost for recommended improvements. The opinions shall include engineering and construction costs.

b. Potable Water Distribution System

The potable water distribution system consists of approximately 358 miles of water main that range in diameter from 2 to 30 inches, 4,900 valves and 1,928 fire hydrants.



- i. Update and Calibrate Existing Potable Water System Model
 - 1. Confirm accuracy of existing model
 - Potable Water Distribution System Physical Characteristics and Operational Features
 - i. Visit the facilities and conduct discussions with appropriate OWNER representatives to understand current operations. Collect and review available data in the form of studies, reports, regulations, and records. Included in the data collection and analysis shall be potable water main break histories, flow testing records, metering and consumption records, potable water storage tank level records, and pressure characteristics of the supply points.
 - b. Update the hydraulic model using the data from:
 - i. base mapping
 - ii. record plans
 - iii. recent mapping
 - iv. other available records
 - Determine if the model is incomplete and/or incorrect in any areas and make necessary corrections/improvements.
 - c. Potable Water System Map in ESRI® Format
 - i. Update of the existing GIS as needed.
 - d. Potable Water Demand and Future Projections
 - Using the historical population and potable water usage statistics, update irrigation and non-potable water demands to Year 2012 conditions, to include average day, maximum day, and peak hour water demands.
 - Estimate near term and future (2032) average day, maximum day, and peak hour water demands. Future estimates shall include:
 - Commercial, residential, industrial, and institutional non-potable demand trends.
 - Potential reduction of the system demand due to transfer of irrigation demand to the reclaimed water system.
 - Calibrate existing model
 - a. Field Testing
 - To establish and verify flow capabilities, recommend pressure monitoring and flow tests to calibrate the hydraulic model.

- ii. Prepare a map showing the location of the suggested flow tests.
- iii. NOTE: Actual field testing shall be performed by the OWNER

b. Model Calibration.

- Calibrate the hydraulic model using the pressure monitoring and fire hydrant flow test data.
- Make adjustment to the C-values where appropriate to obtain an accuracy of plus or minus three psi of the field pressures.
- For locations where the CONSULTANT suspects deficient flows due to closed or partially closed valves, close or partially close valves in the model for calibration and provide this information to the OWNER for field checking.

Identify areas of concern

- a. Establish Fire Flow Requirements
 - Based upon Insurance Services Office (ISO) standards, review and modify fire flow requirements for the various residential, commercial, industrial, municipal, and institutional areas.
- b. Conduct hydraulic model flow simulations under three demand conditions: normal daytime demands, peak-hour demands, and maximum-day demands with fire flows. Use the hydraulic model to:
 - Locate areas where excessive head-losses in potable water mains can cause pressure deficiencies.
 - Locate areas where excessive velocities in potable water mains can suspend sediments, causing water quality complaints.
 - Locate areas where pressures could fall below pressure requirements.

4. Identify alternatives to improve system

- a. Evaluate options to improve distribution system flows, pressures, and reliability, including completion of water main improvements; such as the water main looping, rehabilitation of mains, or replacement of mains.
- Locate areas where the distribution system mains and storage are not adequate to supply fire flow requirements.
- c. Determine volume of storage necessary to serve customers effectively. Evaluate options for using converted and/or new tank(s) to meet needs.

- d. Prioritize the improvements to eliminate existing and future deficiencies in a cost-effective manner.
- Evaluate Future Conditions
 (With expanded reclaimed system, decreased potable demand, increase in population)

1. Identify areas of concern

- a. The future condition would reduce or eliminate irrigation demands and potentially fire flows by transferring these demands to the expanded reclaimed water system. Conduct hydraulic model flow simulations under four demand conditions: normal daytime demands, peak-hour demands, nighttime demands for refilling storage facilities, and maximum-day demands without irrigation and fire flows. Use the hydraulic model to:
- Locate areas where potable water main size could be potentially lead to excessive water age, causing water quality complaints.

2. Identify alternatives to improve system

- a. Evaluate options to modify the potable distribution system to allow for expansion of the reclaimed water system, including transfer of pipelines and/or tank(s) from the potable system.
- Prioritize the improvements to eliminate existing and future deficiencies in a cost-effective manner
- c. Prepare a capital improvement plan and a phased implementation schedule for system improvements.
- d. Develop a preliminary opinion of probable project cost for all recommended improvements. The opinions shall include engineering and construction costs.

iii. Preliminary Engineering Report - Potable Water

- Provide a Preliminary Engineering Report that will summarize the following elements performed under this task:
 - a. A summary of the existing potable water system
 - The present and projected potable water demand requirements
 - c. A summary of the existing potable water system
 - d. The present and projected potable water demand requirements
 - e. Pressure and flow testing results
 - f. Hydraulic modeling update, expansion, calibration, and results

- g. Evaluation of storage requirements
- Recommended improvements and prioritize phased improvement program with preliminary opinions of probable costs.
- 2. Report Review Meeting
 - a. Deliverable(s)
 - Provide up to 5 paper copies of the final report to OWNER.
 - Provide an electronic file in PDF format of the final report to OWNER.
 - Attend a meeting with OWNER and present the findings contained within the report.

3. FIELD DATA ACQUISITION AND COLLECTION

a. Topographical Survey

At time of negotiations with CONSULTANT, OWNER was not able to identify specific reclaimed water system improvements that would require survey services. As such, the detailed scope and fee will be established upon completion of TASK 1- PRELIMINARY ENGINEERING ANALYSIS.

- An allowance has been established for Topographical Survey in the amount of \$100,000.
 - i. Project Control
 - Set horizontal and vertical control throughout the project area.
 This shall include both GPS and conventional methodology for the horizontal control. Establish primary vertical control using "three-wire" methodology. Establish control at intervals consistent with the project goals. Complete the following elements of this task:
 - a. Establish horizontal control throughout the project corridor utilizing GPS technology as well as conventional traversing methods in areas that may not be practical for GPS usage because of vegetation or tall buildings.
 - Establish vertical control throughout the project area by three-wire level runs from a minimum of two published benchmarks or from existing Marco Surveying & Mapping Benchmarks previously established using three-wire methodology.
 - ii. Right of Way Establishment
 - Field collect monumentation germane to the roadway alignments throughout the project area. Compare between measured and platted information for each street, and determine the right of way alignment throughout the project area. Establish project baseline based upon the roadway alignment. Complete the following elements of this tasks:

- Collection of field monumentation and for the purpose of making comparison between measured and platted right of way information.
- Establish the existing roadway alignment based upon the collected field monumentation and comparing it to the platted intention of the roadway
- Establish a project baseline based upon the roadway alignment.
- Processed, check and map the project alignment on the specified project digital template and format.
- e. Develop digital files of the project alignment and baseline.

iii. Topography

- 1. Field collect project topography throughout the project area, except for those areas being collected using laser scanning technology or hydrographically. This shall include location of all above ground visible and apparent improvements with elevations as well as cross sections on 100 foot intervals. Complete the following elements of this task:
 - a. Field collect topography. This shall include all above ground visible and apparent improvements. Cross Sections shall be run on 100 foot intervals. Irregular topography between the 100 foot cross-sections shall also be collected. Topographic data shall overlap the right of way by 10 feet. Invert elevations shall be obtained for all drainage and sanitary structures.
 - In general, assumed that the survey data collection shall be limited to ROW information up to the property line along each roadway in this neighborhood.
 - Obtain aerial imagery and geo-reference project survey to said imagery.
 - Locate existing features, such as driveways, culverts, sidewalks, trees, fences or buildings in the road rights-of-way or within five feet of road rightsof-way.
 - Locate existing above ground visible utilities such as power poles, water meters, water valves, etc., within the platted road rights-of-way.
 - Process the field collected data into a comprehensive base map.
 - c. Check project topography via internal Quality Assurance/ Quality Control process. Conduct office review as well as field walk-downs of the project area.

 Develop digital files of the project topography including DTM in the project specified format.

iv. Subaqueous Crossings Surveys

At time of negotiations with CONSULTANT, OWNER was not able to identify specific reclaimed water system improvements that would require survey services. As such, the detailed scope and fee will be established upon completion of TASK 1- PRELIMINARY ENGINEERING ANALYSIS.

- An allowance has been established for Subaqueous Crossing Surveys in the amount of \$20,000.
 - Collect engineering design data bottom information.
 - 2. This data shall be collected using either hydrographic survey equipment or conventional field survey sounding methods.
 - 3. Complete the following elements of this task:
 - Establish project control at subaqueous crossings Horizontal and vertical control shall be established at each site that is tied to the project datum(s).
 - b. Perform hydrographic survey of crossings. Collect the data at intervals that substantially correspond to 25-foot cross-sections and at a spacing of approximately 10 feet along each cross-section. The hydrographic survey data shall be collected 200 feet out from and each side of the roadway crossing of the bay.
 - Collect hydrographic survey and conventional topographic data along each cross-section from 25 feet outside of each side of the existing seawalls.
 - d. Process, check and map the hydrographical data on the specified project digital template and format.
 - e. Prepare digital cross-section files and a DTM in project digital format.

b. Geotechnical Investigation

At time of negotiations with CONSULTANT, OWNER was not able to identify specific reclaimed water system improvements that would require geotechnical investigation services. As such, the detailed scope and fee will be established upon completion of TASK 1- PRELIMINARY ENGINEERING ANALYSIS.

- An allowance has been established for Geotechnical Investigations in the amount of \$22,000.
 - Reclaimed Water Main
 - Obtain the required local drilling permits for performing geotechnical investigation.
 - Obtain the required Right-of-Way with Maintenance of Traffic (MOT) permits (subaqueous crossing borings).
 - Contact Call Sunshine for locating underground utilities.
 - Provide MOT services during completion of the three subaqueous crossing borings.
 - Mobilize drill rig to the site.

- Drilling up to 70 soil test borings to a depth of 5 feet below existing grade along the proposed reclaimed water main alignment.
- ii. Subaqueous Crossing
 - Drill up to 3 soil test borings to a depth of 50 feet below existing grade on the bridge approach at subaqueous crossing (one per crossing)
- iii. Analysis and Report(s)
 - 1. Perform stratification of the borings by a geotechnical engineer
 - Complete laboratory testing on obtained soil samples to aid in classification
 - 3. Analyze the data.
 - 4. Prepare an engineering report summarizing the findings and presenting our evaluation and recommendations for:
 - a. Excavation of near-surface rock (if encountered),
 - Suitability of encountered soils for use as pipe bedding and backfill.
 - 5. The OWNER is advised:
 - a. The samples obtained during our study will be disposed of immediately after testing or within 30 days after the fieldwork is complete.
 - Should the OWNER desire to retain the samples, please notify the CONSULTANT in writing prior to commencement of the fieldwork

c. Subsurface Utility Investigation

At time of negotiations with CONSULTANT, OWNER was not able to identify specific reclaimed water system improvements that would require Subsurface Utility Investigation services. As such, the detailed scope and fee will be established upon completion of TASK 1-PRELIMINARY ENGINEERING ANALYSIS.

- An allowance has been established for Subsurface Utility Engineering (SUE) Investigation in the amount of \$20,000.
 - i. SUE Quality Level A (Locating) for Utility Conflicts
 - CONSULTANT has included up to 10 test holes to determine the elevation of existing utilities at roadways, structures, drainage crossings etc.
 - ii. SUE Survey Services
 - Provide survey staff and crews to record marked and discovered SUE data in the field. All items will be survey recorded and tied horizontally and vertically to the survey control.

4. DESIGN - RECLAIMED WATER DISTRIBUTION SYSTEM

At time of negotiations with CONSULTANT, OWNER was not able to identify specific reclaimed water system improvements to be designed. OWNER desires to construction approximately \$9,000,000 of improvements to OWNER's reclaimed water system, and has budgeted that amount. It is recognized the 30% Design was performed under Task 1-PRELIMINARY ENGINEERING ANALYSIS.

Opinions of Probable Project cost, recommendations, opinions, and decisions prepared by CONSULTANT are made on the basis of CONSULTANT's experience, qualifications and professional judgment. Accordingly, CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by CONSULTANT. CONSULTANT makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement.

a. 60% Design

- i. Advance 30% alignment drawings for proposed reclaimed water mains and prepare 60% level of <u>completion</u> drawings. The drawings shall indicate the 60% design, and include the location of valves, hydrants, fittings, blow offs, air release valves, and restrained joint pipe, etc.
 - 1. Where possible.
 - Reclaimed water main shall be located under street pavement
 - New reclaimed water meters shall be located approximately 5' from existing potable water meters
 - OWNER will require meter for all reclaimed water services.
 - d. Backflow prevention device (provided by property owner) will be required on all potable water service lines if located in the vicinity of a new reclaimed water main.
- It is anticipated the design drawings shall consist of the following sheets.
 - 1. Reclaimed water distribution main
 - a. Cover Sheet
 - b. Location Map
 - c. General Notes
 - d. Plan/Profile Sheets
 - e. Detail Sheets
- Prepare preliminary schedule of quantities and opinion of probable construction cost, and submit two copies for review as part of the 60% level of completion submittal.
- Schedule and attend a review meeting with OWNER to confirm locations of proposed reclaim water main fire hydrants.

b. 90% Design

- Advance 60% alignment drawings for proposed reclaimed water mains and prepare 90% level of completion drawings.
- Prepare project technical specifications, schedule of quantities and opinion of probable construction cost, and submit two copies for review as part of the 90% level of completion submittal.
- iii. Attend a project review meeting with OWNER to discuss comments from the 90% level of completeness submittal. Revise plans, specifications, schedule of quantities, and opinion of probable cost as necessary.

c. Final Design

- i. The Final Design Submittal shall include the following documents:
- Four sets of prints of construction drawings and three sets of Technical Specifications, including Front End documents (signed and sealed by a Florida Registered Professional Engineer)
- iii. One set of final design drawings in electronic format (AutoCAD) and one set of technical specifications in electronic format (PDF)
- Four sets of Schedule of Quantities and Opinion of Probable Construction Cost.

d. Permitting

- Assist with the preparation and submittal of the following permit applications:
 - FDEP wastewater (reclaimed water)
- Schedule and attend pre-application meetings with the agency as appropriate.
- Prepare permit applications and submit copies for review as part of the final level of completeness submittal.
 - Furnish up to 20 sets of design documents (plan sets and technical specifications) for permitting purposes.
 - It is recognized by the OWNER that permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

e. Project Management and Coordination

- Design (anticipated duration: 9 months)
 - Schedule and conduct a kick-off meeting with appropriate staff from OWNER, wastewater collection operations staff, water distribution operations staff and CONSULTANT's staff. The purpose of this meeting shall be establishment of goals and

objectives and to facilitate the exchange of information and documents.

2. CONSULTANT'S project manager shall:

- Make staffing assignments, plan design work, review work progress and manage the budget, schedule, and invoicing.
- Provide coordination with Sub-Consultants and brief monthly project schedule updates and monthly status reports.

ii. Design QA/QC

- A senior-level engineer, not directly involved in the production of the design, shall coordinate quality assurance and review procedures for the project. This individual shall evaluate and provide guidance to the design team at the following project milestones at various stages of the design:
 - a. List of drawings
 - b. Hold internal project team kickoff meeting; discuss criteria
 - c. Sheet layout
 - d. Engineering calculations checked
 - e. Constructibility
 - f. Major equipment specifications
 - g. Bid schedule and bidability
 - Interdisciplinary check
 - i. Final review comments responded to

5. PROMOTING RECLAIMED WATER USAGE

The intent of this task is to motivate, promote and encourage property owners to voluntarily connect to the reclaimed water system expansion.

a. Identification of Best Practices

- Working with OWNER, identify up to ten similar communities in Florida with a reclaimed water program similar in size and nature to Naples, FL.
 - Contact the Utility Director of each community and inquire:
 - a. If program is voluntary or mandatory
 - Practices used to promote connection to reclaimed water system

- "Lessons Learned" from past experiences in addressing reclaimed customer needs
- d. Connection costs and other fees borne by the customer when connecting to the reclaimed water system
- e. Monthly rate structure for reclaimed water
- Incentive programs utilized to encourage customer connection/participation
- Prepare a 7 to 10-page letter report, summarizing the findings and presenting recommendation(s) for the OWNER's reclaimed water system expansion.

b. Database Development

- i. In the previous <u>Preliminary Engineering Analysis</u> task, an informal survey was conducted to gauge relative support of the proposed reclaimed water system expansion. For the selected alternative to be implemented, develop an electronic database for identifying potential "high demand" reclaimed water customers along the project alignment.
 - 1. For each potential customer, identify (as available)
 - a. Primary contact
 - b. Mailing address
 - c. Telephone and fax numbers
 - d. E-mail address
 - For each potential customer, identify average day, maximum day and fire flow demands for the following flow conditions:
 - a. Current potable water usage
 - b. Projected reclaimed water usage
 - c. Projected potable water usage after project implementation

c. Anticipated Customer Connection Cost(s)

- i. Impact to Potential Reclaimed Water Customers
 - 1. Prepare a 3- to 5-page analysis of:
 - Anticipated representative customer costs to connect to the reclaimed water system.
 - Anticipated cost savings of using reclaimed water for irrigation needs as opposed to potable water.
 - Exhibits/graphics as appropriate to assist with conveying the information
- ii. Impact to OWNER

 Prepare a 3-to 5-page technical memorandum pertaining to revenue analysis of increased reclaimed water sales vs. reduced potable water sales for the proposed reclaimed water service area

d. Relationship Development with Potential Customers

- Prepare communication material(s) for distribution to potential reclaimed water customers
 - Fact Sheet Prepare a 1-page document (paper and PDF format) with key messages and facts that explain the project, its benefits and the rationale.
 - News Releases Prepare up to six news releases (paper and PDF format) about the project, for release by OWNER.
 - PowerPoint Prepare up to two PowerPoint presentations using information developed from Task 4-DESIGN & supplemented by OWNER, each approximately 30 slides in length, for use at public meetings.
 - E-mail Blasts Develop monthly e-mail blasts during the Design Phase to provide progress reports to stakeholders (up to 12 total).
 - Web Page Provide information to the OWNER about the expansion project to post on the City of Naples website

ii. Meetings

- Quarterly Public Meetings during Design Phase
 - a. Schedule and attend up to 6 public meetings with the intent of providing general updates to the public on progress of the project and be available to answer questions
- 2. Targeted Potential Customer Meetings
 - Schedule and attend up to 20 meetings with potential "high use" reclaimed water customers.
 - These meetings shall be on a "one-on-one" basis. CONSULTANT'S Project Manager and OWNER's representative shall attend these meetings.

iii. Tours

 On behalf of OWNER, organize and promote up to five tours of OWNER's reclaimed water facility as a tool to educate the public as to the level of treatment provided for reclaimed water.

iv. Workshops - Landscaping

 Conduct three public workshops during the design phase that will focus on reclaimed water customers' needs and concerns pertaining to landscape issues such as use of reclaimed water, drainage, plant selection, irrigation-levels, etc.

- a. These workshops shall be an "open house" format, where individuals may browse materials and ask questions in an informal atmosphere. Anticipated duration would be approximately 2-hours each.
- Target audience may include commercial landscapers, homeowners, condominium association employees or others with similar interests
- c. These workshops shall be attended by CONSULTANT's Project Manager, a Florida-registered Landscape Architect and OWNER representative.

6. BIDDING ASSISTANCE

NOTE: All projects designed shall be bid simultaneously under a single bidding process

- Work with the OWNER to compile and develop bid documents for bidding purposes.
 - OWNER Purchasing Department shall furnish "front-end documents" to CONSULTANT.
 - ii. The intent is to bid the proposed work as a single project.
 - iii. CONSULTANT shall furnish up to 10 sets of bidding documents (plan sets and bidding/technical specifications) to OWNER for bidding purposes (per each bidding process)
- Attend the Pre-Bid meeting
- Respond to bidders' inquiries and issue addenda, as appropriate.
- Attend bid opening.
- e. Evaluate submitted bids and provide bid tabulation with recommendation.

7. CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES

NOTE: Final scope and fee for <u>Services During the Construction Phase</u> shall be negotiated with CONSULTANT during the <u>Design Phase</u>. The following is presented for informational purposes only.

- The CONSULTANT agrees to perform the following tasks prior to and during the construction phase of the PROJECT.
- b. Meet with the OWNER or designated representative of the OWNER, local officials (and state officials as appropriate) throughout the construction phase of the PROJECT to discuss construction issues, progress of the PROJECT, and to coordinate the construction administration work as needed.

- c. Arrange and conduct a pre-construction conference for the project with the CONSTRUCTION CONTRACTOR, the OWNER, and invite representatives of other utilities within the immediate project area that may be directly affected by the construction.
- d. Review shop drawings submitted by the CONSTRUCTION CONTRACTOR for general compliance with contract documents. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means and methods, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the CONSTRUCTION CONTRACTOR
- e. Prepare and process change orders that may be required during the PROJECT.
- f. Prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
- g. CONSULTANT shall perform construction observation on a full-time basis. Conduct reasonable visits to the construction site at key milestone events by project manager, project engineer or individual under his/her direct control to observe construction progress and
 - To become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the Work to be completed,
 - To help guard the OWNER against defects and deficiencies in the Work, and
 - iii. To determine if the Work is being performed in a manner indicating that the Work, when fully completed, shall be in accordance with the Contract Documents.
 - iv. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents.
- h. Review CONSTRUCTION CONTRACTOR'S monthly application for payment requests based on quantities and work completed and prepare a recommendation to the OWNER for payment to the CONSTRUCTION CONTRACTOR.
- Prepare and submit recommendation of substantial and final completion to the OWNER.

 Record drawings shall be produced from red-line mark-ups prepared by the CONSTRUCTION CONTRACTOR. CONSULTANT is not responsible for any errors or omissions in the information provided by others that are included into the record drawings.

j. Limitations of Authority

i. The CONSULTANT:

- Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
- 3. Shall not expedite work for the CONSTRUCTION CONTRACTOR.
- Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- Shall not advise or issue directions as to safety precautions and programs in connection with the work.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.
- Shall not exceed limitations of the CONSULTANT'S authority as set forth in the contract documents.
- Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

BASIS OF COMPENSATION

City of Naples, Florida

RECLAIMED WATER DISTRIBUTION SYSTEM EXPANSION-CONSULTANT FEE SUMMARY May 2, 2012

			1	Total Fee	TYPE
1	PRELIMINARY ENGINEERING ANALYSIS		S	123,500	Lump Cup
	a. Potential Reclaimed Service Areas	(included in \$122 FOO)	1	123,500	Lump Sun
	b. Reclaimed Water 30% Design	(included in \$123,500)	-		
	c. Reclaimed Water System Expansion PER	(included in \$123,500) (included in \$123,500)	-		
	System Expension Ex	(110,000,000)			-
2	COMPUTER MODELING				
	a. Reclaimed Water System		\$	60,100	Lump Sum
	b. Potable Water Distribution System		\$	120,500	Lump Sum
3	FIELD DATA ACQUISITION AND COLLECTION		\$	162,000	TME
	a. Topographical Survey	(allowance: \$100,000)			
	a. Subaqueous Crossing Survey	(allowance: \$ 20,000)			
	b. Geotechnical Investigation	(allowance: \$ 22,000)			
	c. Subsurface Utility Investigation	(allowance: \$ 20,000)	-		
4	DESIGN-RECLAIMED WATER DIST SYSTEM		\$	509,100	TME
H	(estimated per ASCE guidelines: Basic Design Services less fee for Task 1	b)			
5	PROMOTING RECLAIMED WATER USAGE		\$	109,200	TME
	a. Identification of best practices	(included in \$109,200)		1	
	b. Database development	(included in \$109,200)	-		
	c. Anticipated Customer Connection Cost(s)	(included in \$109,200)			
	d. Relationship Development with Potential Customers	(included in \$109,200)			
6	BIDDING ASSISTANCE (All projects to be bid at 1 time)		\$	14,700	Lump Sum
7	CONSTRUCTION ADMIN & OBSERVATION			TBD	
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Weston&Sampson®

Reclaimed Water System Expansion

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Reclaimed Water System Expansion City of Naples, FL

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Weston & Sampson

Reclaimed Water System Expansion City of Naples, FL

D. TASK DESCRIPTION
FIELD DATA ACQUISITION & COLLECTION
ALLOWANCES FOR THE ALL TASKS

B. Project Control, RAW and Topo Survey
Tasks I through III
Control, Establish Right-of-Way, Topo c. Subsurface Utility investigations lv. Subaqueous Surveys Geotechnical Investigations LABOR COST PER STAFF MEMBER TOTAL HOURS PRN Associate Reg Mgr-PM SR PM - PM Proj Engr Engril Engri Person-Hours Sr Designer Designer Designer I Land. ArchGIS Analys GIS Tech CADD HOURS EXPENSES Billing Costs SUB-CONSULT. \$162,015.00 \$21,897.50 \$100,012,50 \$19,950.00 \$20,055.00 \$162,015.00 COST \$100,012.50 \$19,950.00 \$21,997.50 \$20,055.00

FINAL: 05-02-2012

City of Naples, FL Reclaimed Water System Expansion

d. Permitting ii prepare lech specs, quantiles, update OPC iii 90% review meeting with OVANER TASK DESCRIPTION
DESIGN-RECLAIMED WATER DIST SYSTEM E. Submit electronic files to OWNER L 80% design

L Advance 30% elignment drawings Finalize comments from OWNER
 Submit 4 sets-plans; 3 sets specs signed/sealed L advance to 90% PP iv. 60% review meeting with OWNER III. Quantity take-off & OPC II. Prepare plan/profile design documents Project Management & Coordination 90% design Final Design LABOR COST PER STAFF MEMBER TOTAL HOURS \$8,000 PRN NOTE: Basic services for design phase services excludes land surveying, soils investigations and other special investigations which are normally furnished by the OWNER or through the CONSULTANT staff hours have been projected based upon this calculation. Final hour distribution may vary, depending on facilities designed. OWNER desires to construct approximately \$9,000,000 of improvements to OWNER's reclaimed water system, and has budgeted that amount. As such, CONSULTANT has utilized the American Society of Civil Engineers (ASCE) Compensation Curve for projects of Above-Average Complexity (shown at right) to establish a design fee based upon a percentage of construction. Per ASCE, water distribution lines under 16-inches are considered as projects of above-average complexity. At time of negotiations with CONSULTANT, OWNER was not able to identify specific recisimed water system improvements to be designed. Median Design Compensation
MINUS 30% Design Fee In TASK 1
Design Fee this Task Median Design Compensation, in % Projected Net Construction Cost: \$34,000 SR PM \$56,000 \$94,500 \$ 549,000 \$ 40,000 \$ 509,000 PM \$9,000,000 Proj Engr 6.1% (for basic services only) \$67,500 \$81,000 \$67,500 \$7,200 900 \$7,200 17G. 80 CURVE A, MEDIAN GOMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PRODICTES OF ABOVE AVERAGE CONTRIBUTY (1986) 350 200 \$33,250 \$10,000 CONSULTING ENGINEERING HOURS TOTAL 4950 EXPENSES \$42,900.00 \$42,900,0 Weston & Sampson **Billing Costs** CONSULT. \$509,050,00 TOTAL. COST \$509,050.

FINAL: 05-02-2012

Reclaimed Water System Expansion

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PROMOTING RECLAIMED WATER USAGE
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Reclaimed Water System Expansion

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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 Owner, 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 Owner.

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 Owner'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 Owner, 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 Cont ract to protect him, the Owner, 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 m aintain 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 must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's 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.

The Certificate must state the bid number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient 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-Ithrough C-_]

END OF EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

1-617-328-6555	CONTACT Marguerite Parent		
	BUGUE	FAX	
	E-MAIL ADDRESS:	The state of	
	INSURER(S) AFFORDING	COVERAGE	NAIC#
	INSURER A: Zurich NA		
	INSURER B : CNA		
inc.	INSURER C: Steadfast (5 M)		
	INSURER D: National Fire Insur	ance	
	INSURER E :		
	INSURER F: Landmark American In	nsurance Co.	
CERTIFICATE NUMBER: 27020537	REV	ISION NUMBER:	
	1-617-328-6555 Inc. CERTIFICATE NUMBER: 27020537	NAME: Marguerite Parent PHONE (A/C, No. Ext): 617-328-6555 E-MAIL ADDRESS: INSURER(S) AFFORDING INSURER A: Zurich NA INSURER B: CNA INSURER C: Steadfast (5 M) INSURER D: National Fire Insur INSURER E: INSURER F: Landmark American I	NAME: Marguerite Parent PHONE [A/C, No. Ext): 617-328-6555 [A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich NA INSURER B: CNA INSURER C: Steadfast (5 M) INSURER D: National Fire Insurance INSURER E: INSURER F: Landmark American Insurance Co.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SLICH POLICIES LIMITS SHOWN MAY HAVE BEEN DEPUICED BY PAID CLAMMS.

SR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY		GLO 4882958-00	01/01/12	01/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
	CLAIMS-MADE X OCCUR		×			MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
				1		GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			10		PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- JECT LOC		A Comment of the Comm				\$
3	AUTOMOBILE LIABILITY		4014265805 AOS	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000
1	X ANY AUTO		4014265755	01/01/12	01/01/13	BODILY INJURY (Per person)	s
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
_/							\$
1	X UMBRELLA LIAB X OCCUR	11	SEO 4882966-02	01/01/12	01/01/13	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED RETENTIONS						\$
)	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		2053847543	01/01/12	01/01/13	X WC STATU- OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under	2007				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	UMBRELLA		LHA 058621	01/01/12	01/01/13	Each & Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Naples is included as additional insured regarding General, Auto and Umbrella Liability. These coverage's are primary to all other coverage's the City possesses for this contract only. Notice of Cancellation will be provided to City of Naples.

CERTIFICATE HOLDER	CANCELLATION
The City of Naples	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
735 Eighth Street South	AUTHORIZED REPRESENTATIVE
Naples, FL 34102	michael Whelity

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EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the <u>Director</u>, <u>Human Resources</u> of <u>Weston & Sampson</u> ("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 3rd day of May, 2012

By: Culler Je. Mariez

ACKNOWLEDGMENT

STATE OF MassachuseHs	<u></u>
COUNTY OF ESSEX	
SWORN TO AND SUBSCRIBED b	efore me this 3 rd day of
	ning, is [/] personally known to me or [as identification, which is current
The state of the s	past five years and bars a serial number of
	Angela M. Gately
	Angela M. Hately
	OF Masachusetts
	Commission Number: My Commission Expires: 7 29 2016

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