

# CITY OF NAPLES, FLORIDA

## AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 009-13

Contract No. 13-00008

Project Name **Wastewater Treatment Plant Filter Rehabilitation**

THIS AGREEMENT (the "Agreement") is made and entered into this **February 6, 2013**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Douglas N Higgins, Inc.**, a Florida corporation, **4485 Enterprise Ave, Naples, FL 34104**, (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 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 **the rehabilitation of two filters at the Wastewater Treatment Plant** 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 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 and shall be performed and completed by **February 28, 2014**. 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 be **\$499,116.00** 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.  
4485 Enterprise Ave.  
Naples, FL 34104  
Attention: **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.

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: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

By: A. William Moss  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: Robert D. Pritt  
Robert D. Pritt, City Attorney

CONTRACTOR:

Douglas N. Higgins, Inc.  
A Florida Corporation

By: [Signature]

Its PRES.

[Signature]

Witness

(CORPORATE SEAL)



## EXHIBIT A

### SCOPE OF SERVICES

#### 1. PURPOSE

The intent of the specification is to outline the requirement for the rehabilitation of the two Aqua-Aerobic (AquaSBR) Automatic Backwash Filters (ABFs) located at the City of Naples Wastewater Plant – 1400 3rd Ave North, Naples, FL 34102.

#### 2. SCOPE OF WORK:

The City of Naples Wastewater Plant has two tertiary Aqua-Aerobic sand filters that were put into service in 1987. The filter beds are 90' long & 16' wide. Both of these filters are still functioning well, but are in need of rehabilitation. Replacement parts & materials shall be purchased through Aqua-Aerobic Systems, Inc. There shall be no exception to this specification. The supplier/installer of the equipment of the project shall have a minimum of ten separate installation similar as specified herein (Including concrete tankage, filter bed media and supports, backwash shoes and rail assemblies, filter depth and width, and wastewater quality). Only the length of the filter bed may vary. It must be shown that all ten similar installations have been in operation for a minimum of five years. During the rehabilitation process, only (1) filter can be taken out of service at a time.

The specific services and equipment/material to be provided by the supplier are as follows:

##### A) Filter bed

The cell dividers, header, and all grouted material will be REUSED. Retaining angles having angle sections of 1" to hold down the porous plates and the associated hardware will REPLACED. 3/8" diameter stainless steel spacer rods and the associated hardware to prevent cell distortion will be REPLACED.

##### B) Filter Media Support will be REPLACED

The porous plates will meet the following requirement;

1. Maximum pore diameter: 1300 microns
2. Porosity: 30 to 40%
3. Flexural Strength: 1000 psi minimum
4. Flow: 170-190 CFM air/ft<sup>2</sup> per 1" plate @ 2" water column pressure
5. Material: Fused alumina oxide grains
6. Thickness: 1" nominal

##### C) One-Part High Performance Sealant shall be REPLACED

The porous plates shall be completely sealed during installation with Vulkem 626. To ensure proper sealing capabilities and procedures, there shall be one tube of sealant, (or equivalent gallon capacity) provided for each porous plate furnished.

##### D) Dual Filter Media – Sand & Anthracite shall be REPLACED

The filter shall have a nominal sand media depth of 11.5". The depth specified shall be obtained when the filter is completely submerged and after thorough backwashing to remove all media fines. The sand media

shall be a high grade silica sand with a minimum of 85% silica dioxide complying with Sections 1, 2.2 & 5 of the Standard Specifications for Filtering Material (AWWA Designation: B100-80). The sand shall be well graded and materials showing abnormal grading shall be rejected. The particle size distribution shall be determined by screening through standard U.S. Series sieves. The percent size shall be determined from a plot of the percentages of the material passing each sieve, against the rated opening of the sieve. The 10% size or effective size shall be between 0.45 and 0.55 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50.

The anthracite media shall have a nominal depth of 11.5". The anthracite media shall be durable anthracite coal particles of various sizes complying with Sections 1, 2.3, 3 & 5 of the Standard Specifications for Filtering Material (AWWA Designation B100-80). The 10% size or effective size shall be between 0.75 and 0.85 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.7.

The contractor shall be responsible for the removal and proper disposal of all materials removed from the filters as a result of this project.

E) Backwash Shoe will be REPLACED

The lower end of the backwash frame shall be provided with an ultra-high molecular weight polyethylene backwash shoe. The shoe is mounted to independently follow any irregularities of the existing matching backwash wear strip. This flexible movement is controlled by four (4) stainless steel springs. The support frame and wear strip will be REUSED.

F) Rails shall be REPLACED

The rail to be replaced will be 30# ASCE rail (2" x 4" standard drilling). The total amount of steel rail to be replaced will be 360'. Areas where aesthetic grouting has broken off over the years will be REPAIRED. Stops will be welded to the rails at both ends to prevent filters from traveling off of the rails.

G) Supervision

The Supplier shall provide a minimum of nine (9) days of on-site supervision/training by an authorized Aqua-Aerobics Systems, Inc. representative, as follows:

- (1 Day On-site) Porous Plate Installation Instruction.
- (1 Day On-site for each filter) Filter Light Testing
- (1 Day On-site for each filter) Filter Startup
- (2 Days On-site for each filter) Filter Installation Improvements.

3. BUILDING SPECIFIED:

Building 822 (Automatic Backwash Filters) located at 1400 3rd Avenue North; Naples, FL.34102.

4. SITE INSPECTION

A Pre—Bid visit(s) to the site shall be allowed to prospective bidders to familiarize themselves with any condition which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

## 5. CONTRACTOR'S PERFORMANCE

A. The CONTRACTOR shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City of Naples Wastewater Plant. Upon Award of Bid & Issuance of Purchase Order/Notice to Proceed, the Project Manager will respond to all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Project Manager, performance becomes unsatisfactory, the CITY (Owner) shall notify the CONTRACTOR.

B. The CONTRACTOR shall have one (1) day from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the CITY shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due to the CONTRACTOR. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

## 6. SPECIFICATIONS

The specifications associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project, as intended, shall be provided by the CONTRACTOR, whether or not it has been detailed in these documents.

## 7. ACCESS TO WORK AREA

The Project Manager (Wastewater Plant Superintendent or Supervisor) shall identify project areas, storage area and parking to be utilized by the CONTRACTOR.

## 8. SUSPENSIONS OF WORK

The CITY and the Project Manager reserve the right to suspend work, wholly or in part, if deemed necessary for the best interests of the City of Naples. This suspension shall be without compensation to the CONTRACTOR, other than to adjust the contract completion/delivery requirements.

## 9. EQUIPMENT/SAFETY

The CONTRACTOR shall be responsible for providing and for the placement of barricades, flag tape and other safety/traffic control equipment required to protect the public/personnel, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the public/personnel is of prime concern to the CITY, and all costs associated are the responsibility of the CONTRACTOR. A port-a-let and job trailer will be allowed at the job site with placement approved by the Project Manager. Electricity (110, 20 amp service) and reuse water will be provided by the CITY.

## 10. WORKMANSHIP

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion. Personnel skilled in their respective lines of work shall execute all work.

11. CLEANING

A. The CONTRACTOR shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean on a daily basis. The CONTRACTOR, at the CONTRACTOR's expense, shall dispose of all surplus material, rubbish, and debris.

B. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The CITY is not responsible for theft or damage to the CONTRACTOR's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Project Manager will be consulted.

12. HOURS OF WORK

All work associated with this contract shall be accomplished between the hours of 7 AM to 5 PM, Monday thru Friday, and shall be coordinated with the Project Manager. Any changes to the established schedule must have prior approval of the Project Manager. All work schedules shall comply with the time periods allowed and specified on the City of Naples and/or Collier County Permit Parameters.

13. SECURITY

The CITY does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Project Manager or his designee.

14. INSPECTION AND APPROVAL

A. The CONTRACTOR will request the Project Manager or his designee to conduct a site inspection after each part of the project is complete. The Project Manager or designee will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the CONTRACTOR.

B. After the "punch-list" items have been corrected, the Contractor will request a final inspection with the Project Manager or designee. Final project approval is contingent upon the Project Manager or his designee.

15. PERMITS

Any permits required must be obtained prior to the start of work. If a fee is levied, the CONTRACTOR may add the cost of it to his invoice.

16. APPLICABLE STANDARDS AND CODES

A. OSHA - OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION  
DEPARTMENT OF LABOR  
WASHINGTON, D.C.

B. ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE  
1430 BROADWAY  
NEW YORK, NY 10018

17. EQUIPMENT

A. Safety Equipment: All safety equipment shall comply with plant, state, local and federal regulations. The CONTRACTOR will be responsible for proper safety equipment and its use. Improper safety can result in cancellation of work with payment being made for only completed items.

18. INSPECTION

A. Access: The CONTRACTOR shall provide access to the job site and areas of work at all times during normal working hours for the CITY or his representative.

19. CITY OF NAPLES CONTACTS

The following City of Naples personnel shall be designated as the contacts for coordinating site visits by the contractors and performing on-site inspections of work upon bid award.

Plant Superintendent:	239-213-4732
Plant Supervisor:	239-213-4753

**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 as follows:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT TYPE</u>	<u>UNIT COST</u>
1.	Building 822 (Automatic Backwash Filter #1): Mobilization, Demobilization, Equipment, Labor Hours, Freight, Permitting, Materials outlined in Section 2 – Scope of Work	Ea.	\$ <u>337,052.00</u>
2.	Building 822 (Automatic Backwash Filter #2): Mobilization, Demobilization, Equipment, Labor Hours, Freight, Permitting, Materials outlined in Section 2 – Scope of Work	Ea.	\$ <u>337,052.00</u>
		<b>Total</b>	\$ <u>454,116.00</u>
3.	City Contingency for Unseen/ Unexpected Conditions.	<b>LUMP SUM</b>	\$ <b>50,000.00</b>
		<b>GRAND TOTAL</b>	\$ <u>504,116.00</u>

**Note:** Item 3 – City Contingency for Unseen/Unexpected Conditions has been reduced to \$45,000.00 changing the Grand Total to \$499,116.00.

**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 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 Contract 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 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 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 ACORD 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.

*[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 President of the **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 28 day of JAN., 2013.

By:   
Pres.



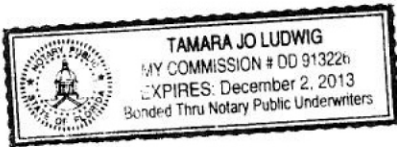
**ACKNOWLEDGMENT**

STATE OF Florida

COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 28 day of January, 2013.

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



Tamara J. Ludwig  
Print Name:

Tamara J. Ludwig  
NOTARY PUBLIC - STATE  
OF Florida

Commission Number: 212 773 226  
My Commission Expires: 12/2/13  
(Notary Seal)