

**CITY OF NAPLES, FLORIDA**  
**AGREEMENT**  
**(PROFESSIONAL SERVICES)**

**Bid/Proposal No.**        045-13

**Clerk No.**                13 - 00070

**Project Name**            **Port Royal Canal Dredging Project - Construction Monitoring Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **21<sup>st</sup> day of August, 2013**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Erickson Consulting Engineers, Incorporated**, a Florida Profit Corporation, located at: 7201 Delainey Court; Sarasota, Florida, (the "CONTRACTOR").

W I T N E S S E T H:

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, the (EOR) Engineer of Record for the **(ITB) Invitation to Bid No. 045-13** and for provision of those services under (RFQ) Request for Qualifications 010-09; 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 **Port Royal Canal Dredging Project - Construction Monitoring Services** 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 **September 30, 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 not exceed **\$214,300.00** 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:

Erickson Consulting Engineers, Incorporated  
7201 Delainey Court  
Sarasota, Florida 34240  
Attention: Karyn M. Erickson, President  
FEI/EIN Number: 58-2631795

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:

Erickson Consulting Engineers, Incorporated  
7201 Delainey Court  
Sarasota, Florida 34240  
Attention: Karyn M. Erickson, President  
FEI/EIN Number: 58-2631795  
A Florida Profit Corporation

By: Karyn Erickson  
Its PRESIDENT

Christin Perkinson  
Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Services to be performed by the Contractor are generally described as Construction Monitoring Services and may be more fully described in EXHIBIT A-1, Scope of Services which is attached and made a part of this Agreement.**

**END OF EXHIBIT A**

**City of Naples**  
**Port Royal**  
**Scope of Construction Monitoring Services**

During construction of the Port Royal Canal Dredge Project in the City of Naples, FL, ECE will provide construction engineering services to monitor the performance of the Contractor and to determine the compliance of the Contractor's Work with the Contract Drawings and Specifications. In addition, ECE will certify the project complete to Federal and State permitting agencies following construction in accordance with the permits. The costs provided herein represent construction contract administration services extending for a period of seven months.

The Scope of Services for the Construction Phase has been separated into four task groups as follows:

- Task 1: Pre-Construction Services (30-60 Days)
- Task 2: Construction Observations and Reporting Services (120 Days)
- Task 3: Engineer-of-Record Services in the Construction Phase (120 Days)
- Task 4: Post-Construction Services and Reporting

The sub-tasks associated with each of these groups are described in detail below.

### **Task 1: Pre-Construction Services**

The pre-construction services described herein shall include:

**Task 1.1 Pre-Construction Conference with Contractor and Sub-Contractors:** ECE shall coordinate, prepare for and attend a Pre-Construction Conference to be attended by the City of Naples, the Contractor and the Contractor's associated sub-contractors. ECE shall conduct an in-depth review of the Contractors proposed work plan and shall reiterate communications and reporting protocols for the duration of Contractor mobilization, construction, and demobilization activities. Detailed meeting notes will be prepared and circulated to the project participants and the City.

**Task 1.2 Pre-Construction Conference with Regulatory Agencies:** Immediately following issuance of the NTP to the Contractor, ECE shall coordinate, prepare for and attend a Pre-Construction Conference to be attended by the City of Naples, the regulatory agencies and the Contractor. ECE shall conduct a review of the project and permit conditions, explain the

contractor's proposed work plan and schedule, reiterate communications and reporting protocols and walk the project site with the regulatory agencies to ensure a full understanding of the work to take place. Detailed meeting notes will be prepared and circulated to the project participants and the City.

**Task 1.3 Review and Approve Shop Drawings and Contractor's Schedule/Plan Submittals:**

ECE shall provide review and approval of shop drawings and Construction Contract's required Contractor schedule/plan submittals. ECE will review, comment and approve/reject all shop drawings and the pre-construction Contractor submittals required under the Contract Documents. These documents include:

- Shop Drawings, Product Specifications and Supplier List
- Materials Certification
- Critical Path Schedule
- Contractor Work Plan
- Site Access and Staging Plan
- Construction Sequencing and Sediment Management Plan
- Dewatering and Turbidity Control Plan
- QA/QC Plan
- Pipeline Plan
- Environmental Protection Plan
- Hurricane and Severe Storm Plan
- Dive Plan

Shop drawings will be reviewed for conformance with the construction drawings and permits.

The scope herein provides for initial review/comments and one follow-up review for each of the documents listed above. Additional reviews for deficiencies by the Contractor are considered additional services.

**Task 1.4 Pre-Construction Biological Survey:** ECE will conduct a pre-construction biological survey of the dredge areas, along the contractor's proposed underwater pipeline route to the City Yard and in the immediate vicinity of the return discharge outfall at the City Yard. ECE will verify the presence, extent and percent cover of benthic resources present (e.g. oyster beds, seagrasses). The extent of the survey will be 50 ft from the perimeter of each City dredge area and 50 ft from the limits of the pipeline route from the canal entrances to



the City Yard dewatering site. Biological surveys associated with private dock dredging including the need to layout additional pipe will be the responsibility of the Contractor.

The boundaries of all seagrass/ oyster beds greater than 2 m<sup>2</sup> will be mapped using a handheld GPS. Seagrass/oyster beds smaller than 2 m<sup>2</sup> will be mapped as point features. Seagrass cover and species composition will be recorded within 1 m<sup>2</sup> quadrants sampled within each mapped bed.

If benthic resources are encountered along the proposed pipeline route, the survey area will be extended until a suitable route is identified. The scope of services as described herein will cover two days of field work for the benthic resource survey. If additional days are required due to the presence of resources within or immediately adjacent to the proposed pipeline route, these services will be provided on a time and materials basis in consultation with the City.

The benthic resource survey must be conducted within the 30 days prior to the installation of the pipeline per the FDEP ERP permit.

**Task 1.5 Site Observations of Contractor Staging, Construction of Dewatering Basins and Land-Based Pipeline Fusing:** The City intends to issue two separate Notice to Proceeds (NTPs) for the Construction work by the Contractor. The first NTP will authorize partial mobilization and upland site setup work (i.e. contractor staging, construction of the dewatering basins and land-based pipeline fusing). ECE will perform three site visits to document the land based mobilization efforts. In addition, ECE will perform an estimated 4 hours per week of construction administration services over a four week pre-construction mobilization period.

## **Task 2: Construction Observations and Reporting Services**

The Construction Site Representative's responsibilities include the administration of the construction contract, monitoring of the construction progress, maintaining appropriate records (documentation) of the contractor's performance and compliance with the Contract Documents and regulatory permits. There is a direct correlation to the successful Site Representation services and the quality of the constructed project.

**Task 2.1 Site Representation and Construction Management Services (CMS):** Specifically, ECE has assumed that a senior coastal engineer will serve as the Site Representative for this

project to perform a daily site observations and contract administration (assumed an average of 4 hours/day). This daily site visit includes the documentation of construction progress, collection of site photographs, review of production logs prepared by the contractor, respond to contractor questions, prepare daily observation reports to protect in the event of a claim, track contractor delays, notify City and State regulatory agencies as appropriate in accordance with issued permit authorizations. In addition, the Site Representative shall additionally coordinate payment surveys, provide construction data to the contractor, and maintain detailed field logbooks and construction files (notebooks). These observations and documentation are required to ensure that construction is in compliance with construction plans, contract documents, and permit authorizations granted for the work. In addition, the following Plans must be enforced by the Site Representative: Sediment Management Plan, Construction Methods and Sequencing Plan, Dewatering Plan, Erosion Control and Turbidity Plan, Safety and Public Access Plan, the Maintenance of Traffic Plan, and Severe Storm Response Plan. ECE shall serve as liaison between the Contractor and the City and Permitting Agencies during all phases of construction. The work duration is assumed to be 5 days per week over 16 weeks (this excludes the Easter, Memorial Day, Independence Day and Labor Day holidays where the contractor will not work).

**Task 2.2 Assess Completion Quantities, Analyze Contractor Periodic Invoices and Recommend Payment:** ECE shall carefully review for accuracy of computation and completeness contractor periodic payment invoices. It is assumed that the contractor will submit up to six (6) periodic payment requests: (1) one upon mobilization; (2) four monthly through the duration of the contract; and (3) one upon final completion acceptance by the City. The Site Representative will be responsible for assessing the completion quantities as reported by the Contractor based on visual observations, physical measurements and available as-built surveys. The Site Representative will coordinate with the Contractor and recommend payment to the Engineer of Record (EOR) and the City.

**Task 2.3 Pre-Construction Sediment Chemical Testing:** Sediment samples will be taken for chemical (pollutant) analysis as required for deposit at the Collier County Landfill. Analytical analyses will be performed according to EPA methodology. Based on the required testing conducted for the East Naples Bay Canal Dredging Project in 2011/2012, samples shall be tested for total pollutant metals and the synthetic precipitation leaching procedure (SPLP) testing. The synthetic precipitation leaching procedure analysis shall be conducted following EPA Method 1312. In addition, the samples shall be tested for the following priority pollutant metals including arsenic, cadmium, chromium, lead, silver, barium,

selenium, mercury, aluminum, copper, nickel and zinc listed in EPA Method 8270D. Approval of this approach and the elements to be tested will be requested from the City prior to proceeding. Testing will be performed by a Florida DEP certified environmental laboratory (US Biosystems Testing Laboratory). We have identified the collection and testing of two (2) sediment samples in this scope of work. However, if hot spots are identified, additional samples may be required to determine the source of contamination and to define the boundaries of the contaminated sediment.

If it is determined that additional sampling and testing will be required to satisfy the landfill disposal requirements, sampling and testing will be conducted at a rate of \$1,000 per sample.

### **Task 3: Engineer-of-Record Services in the Construction Phase**

The Engineer of Record (EOR) is the design professional that provides the following customary services for construction: (1) interpreting and clarifying contract documents when questions arise; (2) Reviewing and approving technical elements of contract change orders; (3) reviewing and evaluating proposed substitutions; (4) reviewing and commenting on technical elements of contract submittals (e.g. shop drawings or work plan); (5) providing advice to the City's Site Representative on technical elements related to design and construction; and (6) represent the owner with the regulatory agencies.

**Task 3.1 Contractor/City Change Orders & Time Extensions:** The EOR will be responsible for analyzing, processing and approving (or rejecting) change order requests from the Contractor and/or the City. In addition, the EOR will be responsible for assessing time extension requests by the Contractor and the implications for such requests on the project schedule and pending turtle nesting season.

**Task 3.2 Interpretation of Contract Documents:** The EOR is required to provide interpretations of the contract documents. In addition, the EOR must assess construction deviations and provide allowances to ensure the design intent and compliance with the permits. The EOR is required to issue an "Engineers Directive" in response to contractor requests for clarification and/or in response to a regulatory agency action.

**Task 3.3 Monthly Progress Reports to FDEP:** ECE will provide monthly progress reports to the regulatory agencies to describe the construction work to date, submit the results of the required turbidity monitoring, certify the construction is in compliance with the permits and

note deviations from the permits and explain said deviation. The reports will also provide a schedule update.

In addition, periodic site meetings with FDEP will be required estimated on the order of once per month.

**Task 3.4 Observe/Approve Critical Work Components:** Construction observations will be provided by the EOR to confirm contractor's layout of work periodically during dredge and dewatering activities. The contractor is also required to provide detailed as-built surveys at each stage of the work for review and acceptance by ECE. ECE must be onsite for each as-built survey to ensure conformance with the requirements and be alerted to any deviations promptly during the dredging of the first two canals.

**Task 3.5 Weekly Progress Meetings with the Contractor:** ECE shall facilitate and attend weekly progress meetings with the contractor during construction. It is assumed that up to sixteen (16) such meetings will be required. Detailed meeting notes will be prepared and circulated to the project participants and the City.

## **Phase 4: Post-Construction Services and Reporting**

**Task 4.1 Conduct Substantial Completion Inspection/Generate Punch List:** Following notification by the construction contractor that construction activities are complete and all payment sections have been approved, ECE shall conduct a visual inspection of each canal and the habitat island during which remaining contractor equipment and materials shall be noted and a list generated. This list will be furnished to City and contractor to ensure control of final clean up. In addition, the as-built surveys for the project will be reviewed in detail for completeness, accuracy and conformance with the contract documents and permits.

**Task 4.2 Final Inspection and Release of Retainage Recommendation:** Following notification by the construction contractor that all punch list items, as generated under Task 4.1, are complete, ECE shall conduct a final visual inspection of each canal and the dewatering site. Upon ECE confirmation that all punch list items have been addressed, ECE will provide a written release of retainage recommendation to the City.

**EXHIBIT A**

**SCOPE OF SERVICES**

**The contractor will provide all labor, materials, equipment and incidentals necessary to provide monitoring for fire and burglar systems at various City of Naples facilities and annual state fire inspections are required by Florida Code at City of Naples facilities as specified herein. These specifications apply to all systems throughout the City of Naples assigned to the Contractor. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance services. The tests will be scheduled thru the City of Naples Parks & Parkways Superintendent or designee as required in the City's (ITB) Invitation To Bid No. 041-13, titled Maintenance of City Fire and Burglar Systems, and the Contractor's Submittal, herein referenced and made a part of this Agreement for an initial term ending September 30, 2016.**

**END OF EXHIBIT A**

**EXHIBIT B**

**BASIS OF COMPENSATION**

**As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment as indicated in Exhibit B-1, Compensation which is attached and made part of this Agreement.**

**END OF EXHIBIT B**

Bid Tabulation - # 041-13Maintenance of City Fire and Burglar Systems							
<b>CT FIRE PROTECTION INC</b>		<b>SPACE COAST FIRE &amp; SAFETY INC</b>		<b>SIMPLEX GRINNELL LP</b>			
<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>	<b>BID TABULATION MONITORING</b>
<b>PROPERTY</b>	<b>MONTHLY MONITORING CHARGE</b>	<b>PROPERTY</b>	<b>MONTHLY MONITORING CHARGE</b>	<b>PROPERTY</b>	<b>MONTHLY MONITORING CHARGE</b>	<b>PROPERTY</b>	<b>MONTHLY MONITORING CHARGE</b>
<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>	<b>ANNUAL MONITORING CHARGE</b>
City Hall		City Hall	\$18.00	City Hall	\$42.00	City Hall	\$504.00
City Council		City Council		City Council		City Council	
Chambers		Chambers	\$18.00	Chambers	\$21.00	Chambers	\$252.00
Fleischman Park		Fleischman Park		Fleischman Park		Fleischman Park	
Community Center		Community Center	\$18.00	Community Center	\$216.00	Community Center	\$504.00
Lowdermilk Park		Lowdermilk Park	\$18.00	Lowdermilk Park	\$216.00	Lowdermilk Park	\$252.00
Naples Preserve		Naples Preserve	\$18.00	Naples Preserve	\$216.00	Naples Preserve	\$252.00
Norris Community Center		Norris Community Center	\$18.00	Norris Community Center	\$216.00	Norris Community Center	\$252.00
Parking Garage (4th Ave S)		Parking Garage (4th Ave S)	\$18.00	Parking Garage (4th Ave S)	\$216.00	Parking Garage (4th Ave S)	\$252.00
Parking Garage (6th Ave S)		Parking Garage (6th Ave S)	\$18.00	Parking Garage (6th Ave S)	\$216.00	Parking Garage (6th Ave S)	\$252.00
River Park Community Center/Pool		River Park Community Center/Pool	\$18.00	River Park Community Center/Pool	\$216.00	River Park Community Center/Pool	\$504.00
Tennis Pro Shop Warehouse/Records Center		Tennis Pro Shop Warehouse/Records Center	\$18.00	Tennis Pro Shop Warehouse/Records Center	\$216.00	Tennis Pro Shop Warehouse/Records Center	\$252.00
<b>CT Fire Protection considered non-responsive. Incomplete Bid. Bid Specifications require all services to be bid.</b>			\$198.00		\$2,376.00		
<b>ANNUAL TOTAL</b>			<b>ANNUAL TOTAL</b>	<b>\$2,376.00</b>	<b>ANNUAL TOTAL</b>	<b>\$3,528.00</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 **Erickson Consulting Engineers, Incorporated** company ("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.

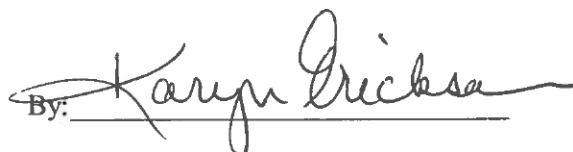
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in 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 8 day of August, 2013.

By: 

**ACKNOWLEDGMENT**

STATE OF Florida

COUNTY OF Manatee

SWORN TO AND SUBSCRIBED before me this 08 day of August, 2013.

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

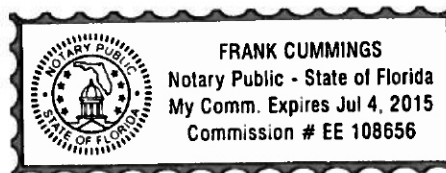
Frank Cummings

Print Name:

Frank Cummings  
NOTARY PUBLIC - STATE  
OF Florida

Commission Number: EE 108656

My Commission Expires: July 04, 2015  
(Notary Seal)



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