

**CITY OF NAPLES, FLORIDA**  
**AGREEMENT**  
**(PROFESSIONAL SERVICES – (CSC) CONTINUING SERVICES CONTRACT)**  
**(TO) Task Order No. 15-01-20-01-531010**

**Bid/Proposal No.** RFQ 14-054

**Clerk Tracking No.** 15-00079

**Project Name:** Aquifer Storage and Recovery – Permitting Assistance

THIS AGREEMENT (the "Agreement") is made and entered into effective the 7<sup>th</sup> day of May 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Hazen and Sawyer, P.C. (the "CONSULTANT"), authorized to do business in the State of Florida, whose business address is: 2101 NW Corporate Boulevard, Suite 301; Boca Raton, Florida 33431

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

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

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE**  
**CONSULTANT'S RESPONSIBILITY**

1.1. The (TO) Task Order Services to be performed by the CONSULTANT are generally described as **Aquifer Storage and Recovery – Permitting Assistance** 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 CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONSULTANT 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 CONSULTANT's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the 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 the CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without the CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONSULTANT hereunder, and the CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7. The CONSULTANT 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 CONSULTANT violates the provisions of this paragraph, the CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT's contractual relationship with the CITY for the special gain or benefit of the CONSULTANT 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 CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONSULTANT;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

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 CONSULTANT 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 CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

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

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONSULTANT upon written Notice to Proceed from the CITY for all or any designated portion of the said (TO) Task Order No. **15-01-20-01-531010** and shall be performed and completed by **September 30, 2015 with a 60-day Project Close out time frame.** Time is of the essence with respect to the performance of this Agreement's Task Order.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONSULTANT 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 CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT'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 CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed **\$10,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. The CONSULTANT 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.

7.2 In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

## **ARTICLE EIGHT SERVICES BY CONSULTANT'S OWN STAFF**

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

## **ARTICLE TEN TERMINATION OR SUSPENSION**

10.1. The CONSULTANT 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 CONSULTANT or by any of the CONSULTANT's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT 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 CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT 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

CONSULTANT's remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT 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 30 calendar day's written notice to the CONSULTANT. In the event of such termination for convenience, the CONSULTANT'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 CONSULTANT that are directly attributable to the termination, but the CONSULTANT 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 CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT 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 CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and 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 CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT's address of record:

Hazen and Sawyer, P.C.  
2101 NW Corporate Boulevard, Suite 301  
Boca Raton, Florida 33431  
Attention: **Albert Muniz**, P.E., Vice President  
FEI/EIN Number: On File

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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Continuing Contract. **(Task Order No. 15-01-20-01-531010)** This is a Continuing Contract under the Consultants' Competitive Negotiations Act (CCNA) Section 287.055 Florida Statutes. To the extent that any provision of this Agreement should be determined not to be in compliance with the CCNA, the parties shall attempt to modify it so that it is in compliance, and if that does not occur within 30 days after notice from to the other, it shall be considered a termination without cause.

14.10 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20<sup>th</sup> Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.11 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

**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.

**END OF ARTICLE PAGE**



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

**CONSULTANT:**

Hazen and Sawyer, P.C.  
2101 NW Corporate Boulevard, Suite 301  
Boca Raton, Florida 33431  
Attention: **Albert Muniz**, P.E., Vice President

By: *Albert Muniz*

Printed Name & Title *Albert Muniz*  
*vice President*

FEI/EIN Number: On File  
A Foreign Profit Corporation (NY)

*Robert B. Taylor, Jr.*  
Witness

*Robert B. Taylor, Jr.*  
Witness Printed Name

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement is included in Attachment A-1 which is attached and made a part of this Agreement's (TO) Task Order No. 15-01-20-01-531010.**

**END OF EXHIBIT A**

**City of Naples**  
**City Task Order No. 15-01-20-01-531010**

**Hazen and Sawyer Project No.: \_\_\_\_\_ - \_\_\_\_\_**  
**Aquifer Storage and Recovery – Permitting Assistance**

**April 21, 2015**

## **OVERVIEW**

The City of Naples City Council (hereinafter CITY) requested that Hazen and Sawyer, P.C. (hereinafter H&S) assist the City with engineering services for expansion of their reclaimed water / surface water aquifer storage and recovery (ASR) system. Work described herein is related to the ongoing permitting assistance efforts for which H&S was selected. The ASR system is an integral part of the City's Water Use Permit (WUP) and is a requirement by the South Florida Water Management District (District) as an element of the permit to assist the City in addressing irrigation demands. Benefits of the optimizing the ASR concept include expansion of the reuse system and minimizing surface water discharge to sensitive areas such as Naples Bay and Gordon River. This project is consistent with the City's overall integrated water management plan and is supported by both the Florida Department of Environmental Protection (FDEP) and the Big Cypress Basin and South Florida Water Management District (District).

The City has constructed an ASR wellfield to provide storage of excess reclaimed water and surface water in an effort to maximize beneficial use of fresh water resource to meet irrigation demands. Existing facilities targeted a storage zone below potential sources of drinking water (USDW) as defined by the Florida Department of Environmental Protection (FDEP). While successful, the City desires to seek options to continue to improve water quality of stored fluids. Maximizing recovery will enable the City to meet their expanding reclaimed water demands.

An option to improve water quality is to utilize the Lower Hawthorn, which contains brackish water, but is shallower and contains better quality water. While brackish, the native water quality of the Lower Hawthorn is nearly three times better than the existing storage zone and has more favorable aquifer characteristics related to confinement. The Lower Hawthorn is not used in the immediate vicinity of the City's water reclamation facility for raw water supply purposes. Use of storage horizons shallower than the USDW are now possible due to development of the ASR concept with relation to recovered water quality.

Services provided in this task order include initiation of permitting efforts with the FDEP for use of the Lower Hawthorn zone for underground storage of reclaimed water. The work includes development of a pre-application memorandum to present the strategy conceptualized by the City for development of the Lower Hawthorn.

## **SCOPE OF SERVICES**

### **TASK 1 – Conceptual Plan for use of Lower Hawthorn**

H&S will prepare a conceptual plan for use of the Lower Hawthorn for underground storage of reclaimed water and, if necessary, surface water from the GGC. The plan will be presented in a memorandum format for discussion with the CITY. A draft plan will be submitted to the CITY for review. Included in the plan will be a conceptual approach that addresses capacity, water quality and construction. Conversion

of two existing monitor wells for use as ASR wells will be included in the plan as will a revised monitoring network. The monitor network will show potential locations of new monitor wells. Electronic copies of the plan will be distributed to the CITY for review.

A meeting will be scheduled within two weeks of submittal of the draft plan to the CITY. The purpose of the meeting is to collect CITY input on the draft plan. Meeting minutes will be prepared and distributed to summarize discussions of the meeting. Comments received from CITY during review of the draft plan will be incorporated and a final version of the plan will be prepared and submitted to the CITY for distribution to the FDEP. It is assumed that ten (10) copies of the final plan will be submitted to the CITY.

**Deliverables:**

- 1.1 Draft Lower Hawthorn ASR plan
- 1.2 Meeting minutes from review of draft
- 1.3 Final Lower Hawthorn ASR plan

**TASK 2 – Permitting Assistance**

H&S will provide permitting assistance in the form of conference call, email, and meetings with the CITY and the FDEP to discuss the proposed Lower Hawthorn ASR plan. It is anticipated that several conference calls and meetings will be required to discuss options and regulatory requirements associated with the proposed plan. As the number of calls and meetings are unknown, the level of effort is based on the budget provided below. H&S will advise the CITY of budget status as to project progresses.

As applicable, H&S will prepare telephone records summarizing conversations and meeting notes. Follow-up emails will also be prepared in response to comments from the regulators. This task order does not include preparation of a permit application for use of the Lower Hawthorn.

**Deliverables:**

- 2.1 Record of telephone conversations
- 2.2 Meeting notes
- 2.3 Email responses

**COMPENSATION**

Compensation for the above services will be based on a time and material basis based on the level of effort and billed on a percent complete basis noted in that attached fee schedule and as shown below:

Task	Description	Estimated Cost
1	Conceptual Plan for use of Lower Hawthorn	\$8,000.00
2	Permitting Assistance	\$2,000.00
	<b>Total Cost</b>	<b>\$10,000.00</b>

The total cost for services for this package will not exceed **\$10,000.00** without formally amending the Scope of Work.

**SCHEDULE**

The schedule for the proposed services is presented below:

<b>Task</b>	<b>Description</b>	<b>Estimated weeks from NTP</b>
1	Conceptual Plan for use of Lower Hawthorn	12-15
2	Permitting Assistance	16
	<b>Total</b>	<b>~ 16</b>

NTP = Notice to proceed

### **ASSUMPTIONS**

A list of project assumptions is presented below:

- 1) Project duration is estimated to be 16 weeks.
- 2) The City shall provide written comments within two weeks of submittal of document.
- 3) The City will pay for all permit fees, if applicable.
- 4) The City will be provided with four (4) hard copies of draft documents in addition to electronic copies.
- 5) The City will be provided with ten (10) copies of final documents in addition to electronic copies.
- 6) H&S will not proceed with work above the level of effort estimated in the attached fee schedule without prior approval from the City. Fee is based on level of effort shown in fee schedule.

**EXHIBIT B****BASIS OF COMPENSATION HOURLY RATES**

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment on a monthly basis on the percentage of work completed per (TO) Task Order No. 15-01-20-01-531010.

Task Order No. 15-01-20-01-531010 is based off of Exhibit B indicated Hourly Rates Table 1-29 and its negotiated fees as described in Attachment A-1 which is attached and made a part of this agreement.

<b>Firm:</b>	<b>Hazen and Sawyer, P.C.</b>	
<b>28-43</b>	<b>Title</b>	<b>Rate Per Hour</b>
1	Principal	\$220.00
2	Senior Project Manager	\$205.00
3	Project Manager	\$205.00
4	Senior Engineer	\$205.00
5	Engineer	\$140.00
6	Senior Inspector	\$110.00
7	Inspector	\$105.00
8	Senior Planner	N/A
9	Planner	N/A
10	Senior Designer	\$125.00
11	Designer	\$110.00
12	Environmental Specialist	\$110.00
13	Senior Environmental Specialist	\$135.00
14	Scientist/Geologist	\$95.00
15	Senior Scientist/Geologist	\$120.00
16	Marine Biologist/Hydrogeologist	\$110.00
17	Senior Marine Biologist/Hydrogeologist	\$138.00
18	Senior GIS Specialist	\$140.00
19	GIS Specialist	\$102.00
20	Clerical/Administrative	\$80.00
21	Senior Technician	\$85.00
22	Technician	\$72.00
23	Surveyor and Mapper	N/A
24	CADD Technician	\$85.00
25	Survey Crew - 2 man	N/A
26	Survey Crew - 3 man	N/A
27	Survey Crew - 4 man	N/A
28	Senior Architect	\$150.00
29	Architect	\$120.00

**END OF EXHIBIT B**

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The CONSULTANT 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 CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as 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 CONSULTANT 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 sub-consultant 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 CONSULTANT'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 CONSULTANT shall provide, and shall cause each sub-consultant to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

Except for Worker's Compensation coverage, or unless waived by the City in writing, the CONSULTANT 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 sub-consultant 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 sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

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, in substance: "These coverages 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 substantially as follows:

City of Naples  
Attention: City Manager  
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, without prior approval of the City.

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 a **Vice President of the Hazen and Sawyer, P.C.** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, 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 CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, 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 CONSULTANT, 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 CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONSULTANT acknowledges that the CITY by ITS authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONSULTANT's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 6 day of May, 2015.

By: Allen M. [Signature]