

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

**Bid/Proposal No.**     RFP 15-051 15-052

**Clerk Tracking No.**     15-13697(B)

**Project Name:**         Project Coordinator Services, Library of Qualified Firms

THIS AGREEMENT (the "Agreement") is made and entered into this 16th day of September 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Fieldstone Project Management, LLC** a Florida Limited Liability Company, authorized to do business in the State of Florida, whose business address is: 1712 North Bahama Avenue; Marco Island, Florida 34145 (the "CONSULTANT").

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 consultant 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 Services to be performed by the CONSULTANT are generally described as **Project Coordinator Services, Library of Qualified Firms** 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 consultant services to be provided and performed by the CONSULTANT pursuant to this Agreement. This Agreement does not cover Professional Services as outlined in Florida Statute Sec. 287.055.

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a consultant 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 staff member to serve as the CONSULTANT's project coordinator (the "Project Coordinator"). The Project Coordinator 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 consultant 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 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 consultant 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 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 through September 30, 2018 with two one-year renewal options upon mutual agreement between the CITY and the CONSULTANT. Time is of the essence with respect to the performance of this Agreement.

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 **an hourly rate of \$95.00 and is not to exceed a Department's Adopted Budget** 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.

5.2 The CONSULTANT shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) Promptly notify the CITY of any public records request.

## **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 consulting services under this Agreement. The 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 7 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:

Fieldstone Project Management, LLC  
1712 North Bahama Avenue  
Marco Island, Florida 34145  
Attention: **Arnon R. Joel**, P.E., Principal Engineer  
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 care commensurate with that which is imposed upon persons or firms in consultant's profession.

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 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.

14.10 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:

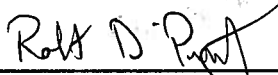
CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By:   
Patricia L. Rambos, City Clerk


By:   
A. William Moss, City Manager

Approved as to form  
and legal sufficiency.

By:   
Robert D. Pritt, City Attorney

CONSULTANT:

Fieldstone Project Management, LLC  
1712 North Bahama Avenue  
Marco Island, Florida 34145  
Attention: **Arnon R. Joel, P.E.**, Principal Engineer

  
Witness

By: 

Charissa Thomas  
Witness Printed Name

Printed Name: ARNON Rony JOEL  
Title: Principal Engineer

FEI/EIN Number: On File  
A Florida Limited Liability Company (FL)

(CORPORATE SEAL)

## EXHIBIT A

### SCOPE OF SERVICES

**The Scope of Services to be provided under this Agreement are included in Exhibit A which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s) and Vendor's Submittal of (RFP) Request For Proposal No.15-052, titled Project Coordinator Services Library of Project Coordinators herein referenced and made a part of this Agreement.**

#### **Scope of Services:**

The scope of services to be provided by the Project Coordinator will include, but is not limited to, the following oversight actions for the project:

- Review and make appropriate recommendations on all requests submitted by the contractor / consultant for payment for services and work provided and performed in accordance with this Agreement;
- Arrange for access to and make all provisions for the contractor / consultant to enter the Project site to perform the services to be provided by the contractor / consultant.
- Provide notice to the contractor / consultant of any deficiencies or defects discovered by the City with respect to the services to be rendered by the contractor / consultant. Note. All notices issued by the Project Coordinator must be copied to the designated City Staff, including but not limited to the Department and any other designated City Staff.

The below specific oversight actions in coordination with the City staff Project Coordinator will be required of all related projects.

- Periodic site visits to determine if the work is proceeding in accordance with contract documents.
- Review shop drawings and descriptive data submitted by the contractor as to general conformity to the plans and specifications.
- Representing the City in interpreting plans and specifications and making a final inspection of the project.
- Notification to the contractor, in writing, when there appears to be actions taken that are not in compliance with the project plans. The Project Coordinator should require that a written explanation of the corrective action taken be provided within a reasonable period of time.
- Approval of invoices for partial and final payment when provided for in the contract. No invoices should be approved for payment unless the Project Coordinator is satisfied that the work is progressing according to plans and specifications.
- Notification to the contractor, in writing, when the City officially issues a (NTP) Notice to Proceed and considers the project to be complete.

## EXHIBIT A

### SCOPE OF SERVICES (cont'd)

- Maintenance of a project file. This file should include copies of all purchase orders, change orders, and receiving reports; original plans and specs; and copies of all correspondence to and from the contractor. Upon official close-out of the project, the complete file should be maintained in the Project Coordinators files for future reference. All files remain property of the City.
- Responsible for obtaining required Proof of Insurance from contractor, Performance and Payment Bonds if required before the project is started as indicated in the NTP. Note. Performance and Payment Bonds, if required, must be recorded by the Awarded Contractor at Collier County Clerk of Courts before any work commences.
- Establishment of the above steps as a standard operating procedure for all projects should help avoid any misunderstandings that may arise between the City and any outside contractors.
- Copy the Purchasing Division on the NTP and any other relevant meetings between the awarded contractors.

#### **Direct Material Purchase Orders:**

Additionally, oversight of the Independent Project Coordinator will include Direct Material Purchase Orders (DMPO). The City of Naples is exempt from the payment of sales and use tax on purchases of tangible property, materials and supplies necessary for the performance of its duties. However, Bidders contracting with the City cannot use the city's tax exempt status to purchase supplies or materials related to the contract. Only the City may use its tax exempt status.

If purchased by the City, tangible property, materials and supplies for projects and construction is exempt from sales and use tax. For subcontracted construction projects, the City may consider directly acquiring materials and supplies, when the overall savings from the tax exemption is beneficial.

The consideration of the direct purchase of properties, materials and supplies must be included in the request for bids. If the City exercises the option to directly purchase construction materials, supplies and equipment that may be a part of a contract, then the Contractor will coordinate with the Department's designee and the City's Purchasing Division regarding all Direct Material Purchases. The City will purchase the materials based on the Awarded Contractor's quotes less sales tax. A deductive Contract change order may be a part of the process after issuance of a City PO for DMPO's.

In general, City Department Directors assigned Project Coordinators and the Purchasing Division must weigh the benefits of DMPO's before using this procedure, due to the complications and increased cost of tracking.

To invoke this procedure, the purchase of such properties, materials, etc., are handled in the manner hereinafter described.

## EXHIBIT A

### SCOPE OF SERVICES (cont'd)

Prior to issuance of a Bid or RFP, the Purchasing Manager and Project Coordinator shall mutually determine that it is in the best interest of the City to purchase all or a portion of materials, equipment and directly, rather than having the primary Contractor purchase these items. This would result in a current six (6) percent cost savings from sales tax exemption, and may also result in further cost savings of the Contractor's markup. Language relating to the City's options in this regard shall be included in the Bid or RFP document. After bid opening, if the City decides to pursue this option, the Contract shall be prepared indicating what equipment or materials the City will purchase directly. The bid award will indicate the price of these direct materials to be purchased. A separate purchase order will be issued to the appropriate provider of materials or equipment after coordination with the Awarded Contractor.

In the event that a decision is made by the City to directly purchase some or all of the items, materials and/or services after a contract has been executed, the following process shall apply. Note that these may only occur when the item is exactly delineated in the contract.

A memorandum requesting a Change Order to the Contract will be prepared by the Project Coordinator and sent to the Purchasing Manager with a copy to the City Manager. The memo shall identify the items for removal from the Contract and the corresponding price adjustments.

The using department will create purchase requisition(s) made out to the appropriate supplier(s), subcontractor(s) or other party with whom the City is contracting with directly for the purpose of lawful tax avoidance. Since the contractor has usually sourced and confirmed pricing for the materials, it will not be necessary for the using department to obtain quotes. Refer to Bid Agreement number and Clerk Tracking number, if applicable, in the requisition.

Upon approval of the Purchasing Manager, the Awarded Contractor's Purchase Order will be reduced by the amount of the relevant direct purchase item or items. The Purchasing Manager shall send a copy of the amended purchase order to the effected Department and their assigned Project Coordinator. Department and/or assigned Project Coordinator will send amended Purchase Order to the Awarded Contractor.

The Independent Project Coordinator will insure Eligibility Requirements:

The following requirements must be met in order for a Direct Materials Purchase Order (DMPO) to be issued:

- Payment must be made directly from City to vendor on a purchase order;
- Purchase should generally be resultant of competitive process, typically a bid, proposal or negotiation;
- City must acquire title to and assume liability for the goods and/or materials at the point in time at which it is delivered to the job site up until the time it is incorporated as real property;
- DMP vendors must invoice City directly;

## **EXHIBIT A**

### **SCOPE OF SERVICES (cont'd)**

- City must assume all risk of loss or damage for the goods and/or materials involved in the DMPO. The City should acquire or be the insured party under liability insurance on the goods and/or materials

The Independent Project Coordinator will monitor Non-Exempt Transactions:

Due to taxation laws, there are several transactions which cannot use the DMP process. "Cost plus" and "Fixed-fee" contracts will generally not qualify for exemption. (Contractor has assumed the obligation to purchase goods and/or materials as part of the contract). Contracts utilizing "Guaranteed Maximum Price" such as the Construction Manager at Risk contract are subject to the provisions of the contract related to direct purchase of equipment and material.

Purchase of raw materials or components which are subsequently sent to another entity for finishing, assembly and/or processing are not exempt since the initial purchase was not intended for delivery to City.

Purchases of supplies or materials that are installed by the vendor are taxable to the vendor if the contractor is the ultimate consumer of such supplies or materials.

**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 CONSULTANT agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B, which is attached and made part of this Agreement.

**Retainage: (N/A) Not applicable to this Agreement.**

**Cost Rate Schedule:**

Include this schedule under TAB 5 of your proposal. Provide an inclusive hourly rate for all services. The contractor understands all incidental costs including; time, labor materials, tools, equipment, facilities, transportation, allowances for profit, tools of the trade, and all services necessary for this project, must be included in the proposal rate.

HOURLY RATE \$ ~~100.00~~ Negotiated rate \$95.00

AMOUNT IN WORDS ~~One hundred plus zero cents~~

Ninety five dollars and zero cents per hour, gls

FIELDSTONE PROJECT

Company Name MANAGEMENT PII 239-825-0246


Email 2ronyjoel@comcast.net

Name and Title of individual completing this schedule:

RONY JOEL PRINCIPAL ENGINEER

(Printed Name)

(Title)



7/22/15

(Signature)

(Date)

**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.

Except for the Worker's Compensation and Professional Liability, 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:

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 the **Principal Engineer of the Fieldstone Project Q. Grady Minor & Associates, P.A.** 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 their 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 1 day of September, 2015.

By: 