

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 024-11

Contract No. _____

Project Name Pay & Classification Study

THIS AGREEMENT (the "Agreement") is made and entered into this 16 day of March, 2011, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Archer Company, LLC, a South Carolina corporation, 115 Lanella Parkway, Conyers, GA 30013, (the "CONTRACTOR").

WITNESSETH:

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

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

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as pay and classification study, 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 market analysis shall be completed by June 1, 2011, and the more detailed analysis within six months from the start of the project. The deadline may be extended by mutual agreement. 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 **\$38,750.00** 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:

Archer Company, LLC
115 Lanella Parkway
Conyers, GA 30013
Attn: Chip King, Regional Director

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.

Sec. 14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Jessica K. Rosenberg for
Tara A. Normah, 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:
Archer Company, LLC
A South Carolina Corporation

Sally B. Archer
Witness

By: Eric R. Archer
Its PRESIDENT

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [for in Exhibit A-1 through A-], attached and made part of this Exhibit A.



REQUEST FOR PROPOSAL
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

| | | | |
|--|--|--------------------------|---|
| NOTIFICATION DATE: 2/2/11 | TITLE: PAY & CLASSIFICATION STUDY | NUMBER: 024-11 | OPENING DATE & TIME: 2/25/11 2:00 PM |
| PRE-PROPOSAL CONFERENCE: DATE, TIME AND LOCATION: | | | |

| | |
|--|---|
| NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Archer Company, LLC. | |
| MAILING ADDRESS: 115 Lanella Parkway | |
| CITY-STATE-ZIP: Conyers, GA 30013 | |
| PH: 770-860-8614 | EMAIL: chipking@archercompany.com |
| FX: 770-860-0192 | WEB ADDRESS: www.archercompany.com |

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

| | | |
|---|--------------------------------------|---|
| AUTHORIZED SIGNATURE | DATE 2/24/2011 | PRINTED NAME/TITLE Chip King, Regional Director |
| Please initial by all that apply I acknowledge receipt of the following addendum | | |
| <input checked="" type="checkbox"/> Addendum #1 | <input type="checkbox"/> Addendum #2 | <input type="checkbox"/> Addendum #3 |

PLEASE NOTE THE FOLLOWING:

- > This page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, with the proposal number & closing date.**
- > Proposals received after the above closing date and time will not be accepted.
- > Proposal tabulations will be available on the City of Naples web site www.naplesgov.com, Departments, Finance, Purchasing.



3. Option 3 - High Level

- 3.1. Conduct a comprehensive review of internal equity:
 - 3.1.1. Conduct a job task analysis and audit of all positions;
 - 3.1.2. Verify and validate the information in the existing job descriptions;
 - 3.1.3. Interview employees, supervisors, and directors in order to supplement the analysis;
 - 3.1.4. Determine if classifications are properly ranked in the organizational hierarchy; and
 - 3.1.5. Determine if position are classified correctly based on duties, responsibilities, and KSAs.
- 3.2. Conduct a comprehensive survey of salaries and benefits (this combines Tasks 2.1 and 2.2).
- 3.3. Conduct a comparative analysis of the existing pay plan and benefits based on the findings of the market surveys (this is the same as Task 1.4, but will require more in-depth analysis to incorporate the additional data collected in Task 3.2).
- 3.4. Recommend a classification structure that groups positions into classifications based on duties, responsibilities, and KSAs. The system will be utilized and maintained in-house after the study;
- 3.5. Conduct an analysis of internal equity (this is the same as Task 1.2)
- 3.6. Assign each classification to a pay grade based on the analysis and evaluation of each class (this is a logical conclusion to Task 3.1)
- 3.7. Review and update the City's job descriptions.
- 3.8. Conduct a review of FLSA exemption for all classifications in the study; report any questionable classifications and provide justification to support the recommended change.
- 3.9. Account for cost-of-living differentials (this is the same as Task 1.3)

PROJECT TASKS & METHODOLOGY

The Archer Company will collect and compile salary and benefits data for the City and analyze the results in order to assess the impact of the City's competitive market on the pay plan. To the extent possible, we will also solicit information regarding general compensation and pay plan administration practices to aide our analysis. The Archer Company will ask the City to approve the list of benchmarks and targeted survey participants prior to survey development. Data collected in the surveys may be supplemented by data from published sources where necessary and appropriate. The data collected will be compiled and submitted to the City in a comprehensive, easy to read report.

The following is intended to be an outline of the project plan and progression of the proposed work. This project is conceived as a multi-task effort—while it is necessary to conduct the phases in the general order presented, there may be overlap in the time frame for each task. All project tasks and deliverables will be scheduled so as to allow for timely completion.

- 1. **Planning (All three options):** Discussions are held with the City's project team to discuss expectations, gather information, and plan project implementation. The Archer Company will work with the City Management and assigned staff to obtain clarification regarding the City's organizational structure, compensation concerns, expectations of study results, and other relevant matters. During this time, we



will seek to solidify our understanding of the City's compensation philosophy and define the City's competitive market. The following tasks are expected to take place as part of the kick-off process:

- The Archer Company will review all existing documentation and information available to help facilitate our understanding of the City's existing pay plan and benefits package. We typically ask the City to provide copies of the pay plan, benefits plan, job descriptions, bargaining agreements, organizational charts, policies, staff reports, and documentation.
 - The Archer Company will work with the City's project team to define the competitive market; this will include recommendations for the list of targeted survey participants that make up the geographical area studied. The final list of organizations to be surveyed will be submitted to the City for input and approval. Jurisdictions with the following characteristics are typically surveyed: (1) organizations with which the City competes for employees; (2) organizations which are recognized as important, or influential, in the local market place; (3) organizations which are within proximity to the City's competitive market (i.e. the same geographic region); and/or (4) organizations with similar population, demographics, and scope of services.
 - The Archer Company will work with the City's project team to identify the list of benchmarks that will be included in the survey. The final list of benchmarks will be submitted to the City for input and approval. Benchmark positions are generally selected to represent the continuum of the City's classifications, focusing on: (1) positions which are widely recognized as possessing similar job content in most organizations; (2) positions for which the City may have had difficulty recruiting and retaining a qualified work force; (3) positions which represent a substantial number of employees as well as the various job families; and/or (4) positions which represent the full array spectrum of salary grades and ranges in the pay plan.
 - This process will also include a discussion of reporting methods and formats that will best meet the needs of the City.
 - The Archer Company will submit a list of information requested from the City to facilitate our review of the pay plan.
 - We will discuss and agree on the timeline and deadlines for specific project tasks with the City's project team. All work will be scheduled to complete the study by the City's deadline.
2. **Survey Construction:** The Archer Company will construct a customized survey designed to collect the data requested by the City. The Archer Company utilizes a specific format for salary and benefits surveys that has proven to optimize the collection of the data while minimizing the burden to participating organizations; however this format can be customized to meet the specific needs and objectives of the City. Our surveys typically include sections regarding base and supplemental pay, pay practices, cash-equivalent benefits, and any supplemental questions the Archer Company or the client feels would add to the value of the survey. As this is the primary work product of this study, the survey is expected to be extensive; information included in the survey will vary by option.
- Our standard salary survey solicits information regarding the pay ranges, average actual salaries, number of employees covered, an indicator of the degree-of-match, and the respondents title for each benchmark; we also ask for general information about the structure of the pay plan and practices (colas, merit pay, incentives, adjustments, etc.).



- Our standard benefits survey solicits information regarding the respondents cash and non-cash benefits, including paid leave programs, medical insurance, retirement and pension plans, and other tangible benefits (e.g. tuition assistance, take home vehicles, life insurance, etc.). Actual data compiled will depend upon the Option selected.
 - In all of our engagements, the Archer Company prefers to utilize customized salary surveys to help ensure validity, rather than relying on a database clearing house to compile the information. However, we may use data collected from credible published sources where necessary and appropriate to supplement survey responses.
 - A draft of the survey document will be submitted to the City for review, and appropriate revisions will be made before the survey is initiated. The City's project management team will be asked to approve the final survey document.
 - The survey will be developed as an electronic form to facilitate completion by the targeted organizations; participants can complete the form electronically or in hard copy.
3. **Conducting the Survey:** The Archer Company will conduct a customized salary survey for the City and analyze the results in order to determine the competitive job market for the City.
- The Archer Company will identify and compile the contact information for the targeted organizations. Each organization will be contacted by phone to invite their participation in the survey.
 - The Archer Company will distribute the electronic survey tool to all participants; paper versions will be made available to participants if requested.
 - The Archer Company will contact each participant after the surveys have been distributed and provide any follow-up assistance participants may need to complete the survey.
 - The Archer Company will make every reasonable effort to solicit and encourage the participation of the targeted agencies; however, we may ask the City personnel to follow-up on any personal contacts that may help obtain participation.
4. **Survey / Market Analysis:** Salary and benefits data gathered is carefully analyzed to ensure a high level of validity in our findings. The Archer Company will carefully analyze the results in order to assess the City's position relative to the competitive job market within which it competes.
- All data collected will be compiled, tabulated, and edited as appropriate, to facilitate the comparative analysis and to ensure the accuracy and consistency of match with the City's benchmark jobs.
 - The Archer Company will contact participants directly to clarify their responses and to solicit additional information as necessary to ensure that appropriate comparisons were made. Significant differences between the job functions for similarly titled positions will be identified and factored into our analysis.



- The survey analysis will account for cost of living differentials, the size and scope of participating organizations, and differences in job responsibilities as appropriate.
5. **Review compensation practices and methodologies utilized by the City to maintain its pay plan and progress employees through their pay ranges:** The Archer Company will compare the City's existing practices and strategies to make sure that they align with: (1) prevailing practices within the competitive market; (2) commonly accepted professional standards; and (3) the City's stated compensation philosophy (actual practices do not always facilitate or support stated philosophy). Practices to be reviewed include (but are not limited to) the following:
- **Pay plan structure and maintenance:** Does the pay structure align with the compensation philosophy? How frequently are the pay ranges adjusted and by what method? Does the City fund cost-of-living adjustments or across-the-board increases? How is internal equity maintained?
 - **Salary and pay practices/policies:** How do promotions, demotions, reclassifications, or lateral transfers, etc. affect individual pay? What happens when employees reach the maximum of their range? How are new hires placed based on internal and external experience.
 - **Strategies to ensure employees can progress through their ranges:** Do employee salaries progress beyond standard across-the-board increases? How long does it take a typical employee to progress through the salary ranges? What means are provided to increase individual employee salaries beyond across-the-board increases (e.g. longevity, pay-for-performance, skills-based pay, flexibly staffed positions, etc.)?
6. **Review Internal Equity (Options 1-2):** The Archer Company will review internal equity and identify any potential issues with the overall ranking of positions relative to their duties and responsibilities. This analysis will be conducted using the existing job descriptions and will be based on our extensive knowledge and understanding of internal equity for municipal governments. As potential internal equity issues are identified, we may utilize our extensive Archer Job Evaluation System to help validate the issues identified and support any recommendations resulting from this review.
7. **Review Internal Equity (Option 3):** The Archer Company will review internal equity for all positions covered by the City's pay plan by conducting job analyses, reviewing classification assignments, and evaluating classifications. The analysis will utilize *Comprehensive Position Questionnaires* completed by employees, the input provided by the departments in the packets, and information compiled from discussions with the project team and management. The purpose of the review is to ensure that positions are properly classified and the job evaluations for each classification (and therefore the pay grades) are consistent with the work performed. This process becomes the foundation of the pay plan's principle of internal equity.
- a) **Job Analysis:** A detailed job analysis is performed for every position included in the study in order to ensure that positions are properly allocated within the City's pay plan based duties, responsibilities, and qualifications. All employees are asked to complete a *Comprehensive Position Questionnaire*, which will assist in identifying duties and responsibilities for each



position. The Comprehensive Position Questionnaires and information gathered from each department are the primary source of data for this review, but are supplemented heavily by discussions with supervisors and department heads, follow-up questions to employees as necessary, information about the organizational structure, research, and data from outside sources. The Archer Company will interview employees, tour facilities/work-sites, and observe work as necessary to supplement position data collected in questionnaires and substantiate our analysis.

Employee Interviews: In order to order to supplement position data collected in questionnaires and substantiate our analysis, the Archer Company will interview a representative sample of employees, supervisors, and directors; we will also tour facilities/work-sites and observe work in progress.

- b) **Classification of Positions:** The City's classifications will be carefully reviewed and analyzed against the information captured in the job analyses; the Archer Company will make recommendations to add, delete, consolidate, or revise classifications as appropriate to ensure that they reflect current operations and position assignments throughout the City and to eliminate duplication of titles as appropriate.
- Classifications will be reviewed to ensure that: (1) essential functions are accurate and up-to-date; (2) knowledge, skills, competencies, and abilities are identified; and (3) minimum qualifications, physical requirements, and environmental factors are reflective of the work performed.
 - Once appropriate classifications are identified, and the title and scope for each classification is defined, positions are allocated to classifications accordingly. This will allow for fair and equal treatment of similar positions that may exist in multiple departments, and is critical to the principles of equal pay for equal, similar, and/or comparable work.
 - The architecture of the classification system (e.g. the breadth of the scope of assigned duties, number of classifications, title schematics) will be structured in accordance with the City's compensation philosophy, operations, and anticipated pay plan alternatives.
- c) **Job Evaluation:** Because the importance of internal equity in an organization's pay plan—especially for local governments that are under constant scrutiny—cannot be underestimated, the Archer Company recommends the use of a valid and reliable quantitative job evaluation system to objectively measure and determine the relative worth of each classification to the organization. The Archer Company utilizes the *Archer Matrix Point-Factor Job Evaluation System* as our primary method to objectively measure and determine the relative worth of each classification to the organization; however we have two other options for job evaluation available to utilize for this project. We will work with Human Resources to ensure that the methodology utilized provides a good fit with the City's objectives.

The Archer System is a point-factor evaluation matrix that provides a state-of-the-art methodology to measure the relative value of the City's classifications and validity in the pay plan's internal equity; it has tested positive against four different measures of validity and has





EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows *[or in Exhibit B-1, which is attached and made part of this Agreement]*:

OPTION 3

PROPOSAL COST PAGE

ITEMS 1-4 LISTED UNDER SCOPE OF SERVICES.

COST _____ Included below

OPTION 1 LOW

COST _____ \$18,660

OPTION 2 MID

COST _____ \$21,230

OPTION 3 HIGH

COST _____ \$38,750



SECTION F. PROJECT FEES

The following fixed fee proposal is prepared for the City based on the proposed *Scope of Work*. Fees provide a breakdown by component and billable event and include all travel, per diem, photocopying, or other incidental expenses. Costs assume the inclusion of approximately 155 job titles (covering 450 positions). This cost proposal is valid for 90 days from the date on the proposal.

| Compensation Survey | Option 1 | Option 2 | Option 3 |
|---|-----------------|-----------------|-----------------|
| Planning (Step 1) | \$1,800 | \$1,800 | \$3,200 |
| Survey Construction & Conducting the Survey (Steps 2-3) | \$4,460 | \$5,620 | \$5,620 |
| Analysis of Survey Data & Compensation Practices (Steps 4-5) | \$4,480 | \$4,860 | \$4,860 |
| Review Internal Equity (Step 6) | \$2,450 | \$2,450 | \$0 |
| Review Internal Equity (Step 7) | \$0 | \$0 | \$18,770 |
| Recommendations and Implementation Strategy & Costs (Steps 8-9) | \$2,620 | \$3,650 | \$3,450 |
| Final Reports & Presentation (Step 10) | \$ 2,850 | \$ 2,850 | \$ 2,850 |
| Total | \$18,660 | \$21,230 | \$38,750 |

The fees listed do not include services provided by the Consultant following submission of its final report and recommendations. In the event the Archer Company is required to provide documents or testimony in response to claims, demands or actions by third parties, the Archer Company shall bill the City for services rendered based on then-current professional fees and expenses incurred, including reasonable attorney's fees. No tasks shall be undertaken without prior notification to the City. This provision is intended to apply only to third party actions based on the City's implementation of the Archer Company' report and findings.

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 CITY, 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 CITY.

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 CITY'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 CITY, 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 CITY, 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 and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate**. "These coverages are primary to all other coverages 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.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the PRESIDENT of Archer Company, LLC ("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 10TH day of MARCH, 2011.

By: [Signature]

ACKNOWLEDGMENT

STATE OF South Carolina

COUNTY OF York

SWORN TO AND SUBSCRIBED before me this 10th day of March, 2011.

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

David E. Aspel Jr
Print Name:

[Signature]
NOTARY PUBLIC - STATE
OF South Carolina

Commission Number: _____
My Commission Expires: 9-23-2012
(Notary Seal)