

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

Bid/Proposal No. RFP No. 20-007

Clerk Tracking No. 2019-00247

Project Name: **Citywide Lake Restoration**

THIS AGREEMENT (the "Agreement") is made and entered into this **18th day of December 2019** by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **Wood Environment & Infrastructure Solutions, Inc., dba Wood EIS, a Nevada Corporation**, authorized to do business in the State of Florida, whose business address is: 9128 Strada Place, #10115; Naples, Florida 34108 (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 **Request for Proposal No. 20-007**, 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 Services to be performed by the CONSULTANT are generally described as **Citywide Lake Restoration** 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, registration, 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 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 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 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 including those requirements set out in ARTICLE FIVE, below.

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 that 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 party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONSULTANT from contracting with other firms or government organizations for similar services.

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 manager to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Manager"). The Project Manager 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 Manager 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 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 Manager 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 (NTP)** from the CITY for all or any designated portion of the Project and shall be performed and completed by **March 31, 2021 with a 30-day Administrative Close-out time frame**. 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 **\$324,772.00** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONSULTANT shall:

(a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. 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 for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

(d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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, all 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 7 calendar days 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: **Charles T. Chapman IV**, 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:

Wood Environment & Infrastructure Solutions, Inc., dba Wood EIS
9128 Strada Place, #10115
Naples, Florida 34108
Attention: **Mark Tomczyk**, PE, Office Manager
FEI/EIN Number: On File State (NV)

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in consultant's profession. CONSULTANT will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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 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



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

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Charles T. Chapman IV
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: James D. Fox
James D. Fox, City Attorney

CONSULTANT:

WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC., DBA WOOD EIS
9128 Strada place, #10115
Naples, Florida 34108
Attention: **Mark Tomczyk**, PE, Office Manager

CONSULTANT:

Maggie Kowalik
Witness

Maggie Kowalik
Witness Printed Name 12/10/19

By: Mark Tomczyk

Printed Name: Mark Tomczyk

Title: OFFICE MANAGER

FEI/EIN Number: On File
A Nevada Corporation (FL)

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s) one, City Website Supporting Documents link: <https://www.naplesgov.com/purchasing/page/20-007-citywide-lake-restoration-rfp> and Vendor's Submittal of (RFP) Request for Proposal No. 20-007 titled Citywide Lake Restoration all herein referenced and made a part of this Agreement.

END OF EXHIBIT A

RED TIDE INFORMATION

**PURCHASING****20-007 Citywide Lake Restoration - RFP**

Bid/RFP Status: Closed - no longer accepting bids and proposals

Bid/RFP Due Date: Tuesday, November 19, 2019 - 2:00pm

Bid/RFP Reference Number: 20-007 Citywide Lake Restoration - RFP

[Back to Bids/RFPs](#)

PURPOSE

The following Request for Proposals (RFP) has been developed to solicit proposals from consulting firms qualified and experienced in engineering, water resources, landscape architecture and stormwater pond restoration and improvement. Although technical differences exist, for purposes of this solicitation the term 'stormwater pond' is synonymous with 'lake'.

PROJECT SCOPE/DESCRIPTION/BACKGROUND

Stormwater lakes within the City are many decades old and most have never been dredged. Over time, these lakes have deteriorated and have a buildup of accumulated pollutants which can lead to diminished pollutant removal capabilities. The City seeks to restore and potentially improve several lakes that receive stormwater from public lands. An evaluation of the lake watershed may be helpful to identify measures for controlling potential sources of contamination prior to entering a lake. Therefore, this project not only allows for improvements that enable the lake to function better, but also allow for public interaction and neighborhood beautification. Improvements in water quality in the City's lakes enhance their amenity value for residents, while reducing pollutant loadings to impaired waters of the state.

SUPPORTING DOCUMENTS

20-007 Citywide Lake Restoration - RFP_10-28-19 (2 MB)



MB)

ATTACHMENT A - BasinV Improvements As-Built-ERP-2011-0511 (6



ATTACHMENT B - Naples Water Quality Analysis Report - Final (12 MB)



(3 MB)

ATTACHMENT C - Jan 2013 Final Storwaterwater Water Quality Report



(11 MB)

ATTACHMENT D - Jan 2012 Storwaterwater Water Quality Report Final



Program (11 MB)

ATTACHMENT E - Maps & Figures - Lake Maintenance Improvement



ATTACHMENT F - Spring Lake Restoration Assessment Report (8 MB)



ATTACHMENT G - PSL Figures (3 MB)



ATTACHMENT H - PSL Final Report (3 MB)



20-007 Citywide Lake Restoration - RFP - Addendum 1 (16 KB)



(155 KB)

20-007 Citywide Lake Restoration - RFP - Declaration of Intent to Award

CONTACT INFORMATION

735 8th Street South
Naples, FL 34102
239-213-7100

Gerald "Jed" Secory
239-213-7102
jsecory@naplesgov.com



December 4, 2019

Gregg R. Strakaluse, P.E.
Director-Streets & Stormwater Dept.
City of Naples, Florida
280 Riverside Circle
Naples, FL 34102
(239) 213-5003

**Re: Scope of Professional Services to Develop Lake Restoration Plans & Specifications
for Lakes 11, 19 and 31
Bid 20-007**

Dear Mr. Strakaluse:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal to City of Naples Streets and Stormwater Department (City of Naples) for Lakes 11, 19, 31 Restoration Design, Permitting, and Procurement Project, per your request. The following sections describe the proposed scope of services, a baseline schedule for our deliverables and proposed fees.

The following services are in accordance with Request for Proposals Solicitation 20-007 for Professional Citywide Lake Restoration Services.

Project Description

The project consists of data collection, engineering, environmental and landscape architecture design services, permitting, public involvement, and construction bid support required for the restoration of Lakes 11, 19, and 31. Services generally include:

- 1) Determining dredge volume quantities based on each lake's restoration design goals that are intended to optimize stormwater retention time and pollutant removal efficiencies. Assessing material to be dredged to understand disposal and/or reuse opportunities. Developing logistical plans for dredge removal and dewatering options that are expedient and minimize neighborhood impacts.
- 2) Providing for a public involvement process that informs the community of project goals and objectives and receives community input on quality of life and aesthetic goals such as littoral zones along the water's edge, aeration, floating islands, pervious pathways or overlooks in locations where public access may be available.
- 3) Re-contouring and re-shaping of the Lake littoral zones where practical for increased littoral vegetation coverage, including plantings and natural recruitment. Removal of exotic vegetative species along the lakes edge, within the platted drainage area for the lake.
- 4) Considering the integration of best management practices such as floating islands, nutrient separation baffle boxes, curb inlet baskets and other in-lake and in-catchment technologies to improve the treatment efficiencies within the lakes.

The Wood Team understands the importance of these stormwater lakes for effective management of pollutant loads within the City. Therefore, Wood will provide the City with a detailed water quantity and quality analysis in order to achieve sufficient removal efficiencies to minimize impacts to the impaired receiving waters. The model will incorporate existing water quality data along with additional information on the inputs from the surrounding watershed to provide the City with an accurate tool to manage the Lakes.

Work Objective

The following tasks outline services required for engineering design, permitting, and construction phases of the project.

The scope of work is divided into four main phases, which include (1) pre-design meetings, public workshop and data collection; (2) project design to 30% completion, (3) project design to 60% including second public workshop and project permitting, 90% and 100% completion, and (4) construction phase services. Each main phase is divided into subtasks, which provide further detail into specific work efforts to be performed and project deliverables for each Lake.

Scope of Work

1. Initial Meetings and Data Collection

- 1.1. Project Kickoff Meeting and Initial Public Meeting – The Wood Team will prepare for an initial public meeting by preparing a public involvement plan, and initiate telephone and email contact with stakeholders identified by the City. Within 2 weeks of Notice to Proceed, Wood will meet with City of Naples staff to discuss planned project activities and schedule. At this meeting Wood will present a public involvement plan for the project. Immediately following the meeting with City staff (same day or next day), the Wood Team will support a public meeting with stakeholders to solicit input on the project.

There will be four public meetings, two meetings for Lake 11 / 31 and two meetings for Lake 19. Meetings will be held at locations provided by the City. To prepare for the meetings, the Wood Team will design and mail approximately 400 (total) invitation flyers and prepare four media releases for the City to distribute and advertise on its website. The Wood Team will set-up the meeting room, including information boards, and provide sign-in sheets, comment sheets, and name tags. After the meeting, the Wood Team will summarize the meetings and comments in a memo. Newspaper meeting advertisements are not included in the scope of this proposal.

- 1.2. Wood will review available data and identify data needs. These are expected to include topographic and bathymetric survey data and site reconnaissance to include:
 - 1.2.1. Obtain bathymetric and topographic data for the Lakes and surrounding upland. The bathymetric survey will be carried out by physically sounding and probing the sediment thickness on an approximate 10' grid around each lake using a 2" diameter PVC sounding pole with foot. The sounding pole will be vertically lowered at the selected location until it comes in contact with the top of the sediment interface. The elevation at the bottom of the pole will be recorded. The sounding pole will then be pushed down until it makes apparent contact with the lake bottom. Another elevation will be recorded. The difference in the elevations is the approximate sediment thickness at that particular location. This system will be coupled with a real-time GPS navigation and positioning system to allow us to accurately survey the sediment locations, elevations, and depths. Upon completing the data collection, we would process the data and produce final deliverable products to consist of topographic maps depicting the lake bottom elevations and contours, the sediment interface elevations and contours and resultant approximate quantity of existing sediment. Horizontal datum will be NAD83/2011 and vertical datum will be

- NAVD88. All work will be performed in conformance with Florida Administrative Code Rule Chapter 5J-17, pursuant to Chapter 472, Florida Statutes.
- 1.2.2. Conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on - Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) *Corps of Engineers Wetlands Delineation Manual* or the *Delineation of the Landward Extent of Wetlands and Surface Waters* [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C]. Both protocols use a series of tests to address three characteristics of wetlands, including the presence/absence of hydrophytic vegetation, wetland hydrology, and hydric soils. Prior to the site visit, Wood will research and assemble available soil surveys, site topographic maps, and National Wetland Inventory maps to preliminarily identify potential waters of the U.S., wetlands and streams. Wood will then conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy), and flagging of the aerial extent of each wetland (if any). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) evaluation will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey will be conducted as required in an Environmental Resource Permit (ERP) for the proposed action.
- 1.2.3. Conduct an engineering site visit to determine the site conditions, such as existing stormwater infrastructure conditions, existing utilities, and construction staging areas within the project boundary.
- 1.2.4. The visits will include collection of thirty (30) sediment cores for Lake 19, three (3) sediment cores for Lake 31, and fourteen (14) sediment cores for Lake 11 for physical and chemical tests to determine sediment characteristics and disposal options. Objectives of the testing is to determine the volume of organic muck sediments for potential removal, texture of these materials that affect dredged material management/dewatering; nutrient content which indicates the benefits of sediment removal on receiving waters; and contaminants that may affect disposal and beneficial re-use options. Intact soil cores will be taken to the depth of the underlying sand layer. Each core will be visually examined and photographed. If significant gradation is observed, samples may be collected from intervals with distinct characteristics. Otherwise material from the core will be composited for physical and chemical characterization. Physical testing of each core will include moisture content (ASTM D2216), percent fines (D1140, and organic matter (D2974). The cores will also be subjected to additional chemical characterization including nitrogen and phosphorus to characterize the benefits of removal; and metals, Total Recoverable Petroleum Hydrocarbons (TRPH), and polynuclear aromatic hydrocarbons that may affect disposal or beneficial re-use options.

2. Project Design

- 2.1. Complete 30% design plans for sediment removal, processing and hauling, littoral zone contouring, vegetation removal required for littoral zone modification, proposed littoral zone planting plan, and the proposed best management practices and public outreach and access features along the Lakes, as public input may guide. Sediment processing

- and handling methods will be outlined, as will anticipate disposal facility location and details. The 30% plans will identify utilities within the project areas and will include the Sunshine State One Call contact information for the contractor to call prior to digging.
- 2.2. Complete one (1) combined site visit and project review meeting. The pump locations, containment areas, piping, sediment processing equipment and staging areas will be reviewed during the site visit. Wood will inspect proposed locations; identify any problems and special design concerns, and potential alternative locations. The project review meeting will be conducted on the same day or the day following the site visit. Information to be reviewed at the meeting will include the proposed project design, methods and lake recontouring, public concerns and park amenities to be included in the design and permitting packages.
 - 2.3. Address comments and obtain approval of 30% design plans from the City. The 30% design plans will be used during the permitting pre-application meetings.
 - 2.4. Upon City approval of 30% design plans, Wood will prepare 60% design plans and an opinion of probable project construction costs. The 60% design plans will address sediment removal efforts as well as littoral shelf expansion, re-contouring, planting, and the proposed park amenities along the Lakes. The 60% plans will also include location of utilities if any are located within the project area such as overhead electric lines, underground sewer and water, and communication lines. Once approved by the City, 60% design plans will be submitted, along with required permit application documents, to South Florida Water Management District (SFWMD) for approval.
 - 2.5. Upon submittal of 60% design plans to the City, Wood will facilitate a public meeting to obtain additional input from the community. Wood assumes the City will provide a meeting place. The meeting may include site visit as well as indoor meeting location to present the 60% plan.
 - 2.6. Wood will prepare an existing and proposed water quality load reduction model utilizing the EMC method to determine the pollutant load reduction expected from the project.
 - 2.7. Wood will prepare an existing and proposed hydraulic model to determine flow patterns and retention times within the Lake.

3. Project Permitting

- 3.1. Coordinate and hold a pre-application permitting meeting with the SFWMD using the 30% design plans. Final permit application will be submitted with the 90% design plans. Wood will attend one (1) pre-application meeting with the SFWMD.
 - Wood will coordinate pre-application meeting using the 30% plans as the basis for the design.
 - After the 2nd public meeting, 90% plans will be developed and used in the permit submittal.
 - It is anticipated that no local or federal permits will be required for the project. Wood anticipates a letter modification being received for the existing Environmental Resource Permits 11-01705-P and #11-03068-P for the basins. This process will be confirmed during the pre-application meeting with the SFWMD. Coordination with the Florida Department of Environmental Protection (FDEP) will be completed to determine whether beneficial reuse of the sediment is allowed. Wood will submit permit applications, using the 90 percent design plans.
 - Wood will respond to one (1) Request for Additional Information (RAI) for each permit application.
- 3.2. Permit application fees are not included in the costing of this proposal.

*Draft Scope of Work – City of Naples Lakes 11, 19, 31 Restoration
Design, Permitting, and Procurement
December 2019*

4. Final Bid Package and Construction Bid Documents

- 4.1. Upon City approval and receipt of comments from SFWMD and FDEP on 90% design plans, Wood will complete 100% (final) design plans, technical specifications and engineer’s probable cost estimates for construction.
- 4.2. Complete outline of required bid documents and obtain approval of outline from the City.
- 4.3. Complete construction and dredging technical specifications, general bid requirements, figures, and location maps needed to successfully bid the project.
- 4.4. Complete final bid response form in format needed for bidding project.
- 4.5. Consultant will support City staff by addressing bidders’ questions during the procurement process and will provide a letter of recommendation for proceeding or not with the low bidder.

5. Construction Engineering Inspection

- 5.1. Construction Engineering Inspection scope of work and costing will be submitted at a later date for consideration.

Work Products Required

Unless otherwise stated below all documents will be submitted electronically:

- Visual displays to support a total of four public meetings (24” x 36” color displays)
- Memo summarizing public meeting and comments
- Minutes of kick-off meeting, progress meeting minutes, and bi-weekly status reports.
- Bathymetric and Topographic survey signed and sealed one (1) paper set.
- Sediment Analysis Report
- Biological Report
- Meeting minutes of the permit pre-application meeting(s).
- EMC Existing and Proposed Model Results
- Hydraulic Existing and Proposed Model Results
- Final technical specifications and engineering probable construction cost estimate
- Copies of final permits.
- Final Bid Package design plans: signed and sealed three (3) paper sets.
- Letter recommending whether to proceed with low bidder for construction

Performance Schedule

The work detailed in this scope will be implemented concurrently. The following tasks are proposed to be completed within the number of months indicated below as counted from the date the City issues the notice to proceed.

<u>Activity</u>	<u>Months</u>
Topographic and Bathymetric Surveys	3 Months
Sediment Analysis Report	3 Months
Biological Survey and Report	3 Months
Project Design at 30 percent	6 Months
Project Design at 60 percent	8 Months
Project Permitting and 90 percent Design Plans	11 Months
Project Design at 100 percent	12 Months

*Draft Scope of Work – City of Naples Lakes 11, 19, 31 Restoration
Design, Permitting, and Procurement
December 2019*

Fees

Based upon our experience and our understanding of the project requirements, we propose to perform the outlined scope of services on a lump sum basis for \$324,722.

Closing

We appreciate this opportunity to offer our professional services to the City on this project. We look forward to working with the City and are committed to providing the services required for successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Mark Tomczyk, PE
Office Manager

Greg Corning, PE
Senior Engineer

Wood		Client City of Naples - Streets & Stormwater Department Date: 12/4/2019 Scope: Environmental and Engineering Services for Lakes 11,19, and 31 Reference: Proposal dated December 4, 2019																	
		Task 1: Initial Meetings and Data Collection										Task 2: Design							
		Topographic and Bathymetric Surveys		Ecological Site Visit and Report		Engineering Site Visit and Report		Public Involvement Plan and First Public Meeting		Sediment Sampling and Analysis		30 percent design		60 percent design		Second Public Meeting			
AMEC Labor Classifications	Hourly Rate	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Principal	\$225.00		\$0	8	\$1,800	6	\$1,350	8	\$1,800	4	\$900	8	\$1,800	8	\$1,800	8	\$1,800		
Project Manager	\$165.00	14	\$2,310	16	\$2,640	16	\$2,640	12	\$1,980	8	\$1,320	32	\$5,280	16	\$2,640	12	\$1,980		
Senior Engineer	\$175.00		\$0		\$0	32	\$5,600		\$0	12	\$2,100	80	\$14,000	40	\$7,000		\$0		
Senior Environmental Specialist	\$150.00		\$0	24	\$3,600	16	\$2,400		\$0	12	\$1,800	24	\$3,600	8	\$1,200		\$0		
Engineer - Intern	\$100.00		\$0		\$0	40	\$4,000		\$0		\$0	120	\$12,000	80	\$8,000		\$0		
Environmental Specialist	\$120.00		\$0	40	\$4,800		\$0	4	\$480	24	\$2,880		\$0	16	\$1,920		\$0		
Survey Crew - 2 man	\$145.00	302	\$43,790		\$0		\$0		\$0		\$0		\$0		\$0		\$0		
Landscape Architect - Senior	\$145.00		\$0		\$0		\$0		\$0		\$0	24	\$3,450	16	\$2,320		\$0		
CIS Specialist - Senior	\$145.00		\$0	8	\$1,160		\$0	4	\$580	8	\$1,160		\$0		\$0	8	\$1,160		
CADD Technician	\$90.00	52	\$4,680		\$0		\$0		\$0		\$0	40	\$3,600	40	\$3,600		\$0		
Clerical/Administrative	\$70.00		\$0	4	\$280	4	\$280	4	\$280		\$0		\$0		\$0	4	\$280		
LABOR SUBTOTAL		368	\$50,780	98	\$13,830	122	\$18,230	32	\$5,120	68	\$10,150	360	\$50,620	224	\$30,080	32	\$5,220		
II. UNIT RATES SUBMIT ACTUALS COST PER UNIT		Topographic and Bathymetric Surveys		Ecological Site Visit and Report		Engineering Site Visit and Report		Public Involvement Plan and First Public Meeting		Sediment Sampling and Analysis		30 percent design		60 percent design		Second Public Meeting			
Boat Rental	\$300.00	0	\$0	0	\$0	0	\$0		\$0		\$0		\$0		\$0	0	\$0		
Vehicle Rental	\$75.00	0	\$0	3	\$225	3	\$225	1	\$75		\$0		\$0		\$0	1	\$75		
Lodging	\$121.00	23	\$2,783	4	\$484	2	\$242	1	\$121		\$0		\$0		\$0	1	\$121		
Lodging Tax	\$14.52	23	\$334	4	\$58	2	\$28	1	\$15		\$0		\$0		\$0	1	\$15		
Meals	\$90.00	30	\$2,700	8	\$720	6	\$540	2	\$180	1	\$90	1	\$90		\$0	2	\$180		
Gas (\$0.53/mile)	\$0.53	0	\$0	400	\$212	400	\$212	400	\$212	400	\$212	400	\$212		\$0	400	\$212		
ODCs			\$5,617		\$1,588		\$1,248		\$663		\$362		\$302		\$0		\$603		
III. Subcontractors COST PER UNIT		Topographic and Bathymetric Surveys		Ecological Site Visit and Report		Engineering Site Visit and Report		Public Involvement Plan and First Public Meeting		Sediment Sampling and Analysis		30 percent design		60 percent design		Second Public Meeting			
FGCU	\$1.00		\$0		\$0		\$0		\$0		\$25,000		\$25,000		\$0		\$0		
Cotta Mohar	\$1.00		\$0		\$0		\$0	13,000	\$13,000		\$0		\$0		\$0	13,000	\$13,000		
Subtotal			\$0		\$0		\$0		\$13,000		\$0		\$0		\$0		\$13,000		
Total with mark up			\$0		\$0		\$0		\$14,300		\$27,500		\$0		\$0		\$14,300		
CONTINGENCY																			
TOTAL BY TASK			\$56,597		\$15,528		\$18,478		\$20,023		\$37,962		\$51,102		\$30,080		\$20,123		

Wood		Task 3: Permitting										Task 4: Final Bid Package and Construction Bid Documents										TOTAL	
		Pre-Application Meeting and Letter Modification Preparation and Submittal					90 percent design					RFP package and Pre-Proposal Meeting					100 percent design						
AMEC Labor Classifications	Hourly Rate	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST				
Principal	\$225.00	6	\$1,350	6	\$1,350	12	\$2,700	4	\$900	78	\$17,100												
Project Manager	\$165.00	24	\$3,960	12	\$1,980	24	\$3,960	16	\$2,640	202	\$33,330												
Senior Engineer	\$175.00	12	\$2,100	24	\$4,200	8	\$1,400	8	\$1,400	218	\$37,800												
Senior Environmental Specialist	\$150.00	48	\$7,200	6	\$900	12	\$1,800	4	\$600	154	\$22,100												
Engineer - Intern	\$120.00		\$0	40	\$4,800		\$0		\$0	280	\$33,600												
Environmental Specialist	\$120.00	4	\$480		\$0		\$0		\$0	88	\$10,560												
Survey Crew - 2 man	\$145.00		\$0		\$0		\$0		\$0	302	\$43,790												
Landscape Architect - Senior	\$145.00		\$0	12	\$1,740	6	\$870	4	\$580	62	\$8,990												
GIS Specialist - Senior	\$145.00	16	\$2,320		\$0	4	\$580		\$0	88	\$12,760												
CADD Technician	\$90.00		\$0	32	\$2,880		\$0	24	\$2,160	188	\$16,920												
Clerical/Administrative	\$70.00	10	\$700		\$0	10	\$700	10	\$700	45	\$3,220												
LABOR SUBTOTAL		120	\$18,110	132	\$17,850	76	\$12,010	70	\$9,980	1702	\$241,170												
II. UNIT RATES SUBMIT ACTUALS		COST PER UNIT		90 percent design		RFP package and Pre-Proposal Meeting		100 percent design		TOTAL													
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST												
Boat Rental	\$300.00		\$0		\$0	0	\$0		\$0	0	\$0												
Vehicle Rental	\$75.00	4	\$300		\$0	2	\$150		\$0	14	\$1,050												
Lodging	\$121.00	2	\$242		\$0	1	\$121		\$0	34	\$4,114												
Lodging Tax	\$14.52	2	\$29		\$0	1	\$15		\$0	34	\$494												
Meals	\$90.00	6	\$540		\$0	3	\$270		\$0	69	\$6,210												
Gas (\$0.53/mile)	\$0.53		\$0		\$0	400	\$212		\$0	2800	\$1,484												
ODCs			\$1,111		\$0		\$768		\$0	0	\$12,452												
III. Subcontractors		COST PER UNIT		90 percent design		RFP package and Pre-Proposal Meeting		100 percent design		TOTAL													
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST												
FGCU	\$1.00									25000	\$25,000												
Cafe Molnar	\$1.00									26000	\$26,000												
Subtotal			\$0		\$0		\$0		\$0		\$51,000												
Total with mark up			\$0		\$0		\$0		\$0		\$56,100												
CONTINGENCY											\$15,000												
TOTAL BY TASK			\$19,221		\$17,850		\$12,778		\$9,980		\$324,722												

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 monthly basis on the percentage of work completed and as indicated in **Exhibit B which is attached and made a part of this Agreement.**

Fees (Complete Scope & Basis of Compensation found in Attachment A-1)

Based upon our experience and our understanding of the project requirements, we propose to perform the outlined scope of services on a lump sum basis for \$324,722.

Wood Environment & Infrastructure Solutions, Inc., dba Wood EIS

Mark Tomczyk, PE, Office Manager

Greg Corning, PE, Senior Engineer

Retainage: Not applicable to this Agreement.

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 authorized 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 **Office Manager of Wood Environment & Infrastructure Solutions, Inc., dba Wood EIS** 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 CONSULTANTS's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 10th day of December, 2019.

By: 