

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

**Bid/Proposal No.**     17-027

**Clerk Tracking No.**   2017-00120

**Project Name:**        8<sup>th</sup> Street Corridor Design & Engineering Services

THIS AGREEMENT (the "Agreement") is made and entered into this **20<sup>th</sup> day of September 2017**, by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **Q. Grady Minor & Associates, P.A.** a Florida Corporation, authorized to do business in the State of Florida, whose business address is: 3800 Via Del Rey; Bonita Springs, Florida 34134 (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 Qualifications no. RFQ 17-027** 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 **8<sup>th</sup> Street Corridor Design & Engineering Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without 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 other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT's contractual relationship with the CITY for the special gain or benefit of the CONSULTANT or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

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

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

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

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall be performed and completed by September 30, 2019 with a 60-day Project 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 **\$349,875.00** 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: PublicRecordsRequests@naplesgov.com; Address: 735 8<sup>th</sup> 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: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT's address of record:

**Q. Grady Minor & Associates, P.A.**

3800 Via Del Rey  
Bonita Springs, Florida 34134  
Attention: **Justin Frederiksen, P.E.**, Vice President  
FEI/EIN Number:      On File              State (FL)

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

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

## **ARTICLE FIFTEEN APPLICABLE LAW**

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

**END OF ARTICLE PAGE**



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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

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

By: *A. William Moss*  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: *Robert D. Pritt*  
Robert D. Pritt, City Attorney

CONSULTANT:

Q. GRADY MINOR & ASSOCIATES, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134  
Attention: **Justin Frederiksen, P.E.**, Vice President

CONSULTANT:

*Gerald Secory*  
Witness

GERALD SECORY  
Witness Printed Name

By: *Justin Frederiksen*

Printed Name: JUSTIN FREDERIKSEN

Title: VICE PRESIDENT

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

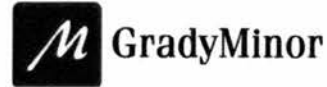
(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement is included in Attachment A-1 which is attached and made a part of this Agreement.**

**END OF EXHIBIT A**



Bonita Springs: 239-947-1144  
Fort Myers: 239-690-4380  
engineering@gradymenor.com

September 18, 2017

Mr. Roger Reinke  
Assistant City Manger  
City of Naples  
735 8<sup>th</sup> Street South  
Naples, FL 34102

**RE: Proposal for Professional Services  
8<sup>th</sup> Street Corridor Design & Engineering Services**

Dear Mr. Reinke:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this proposal for the design, permitting, and bidding services for improvements to the 8<sup>th</sup> Street Corridor.

**Background:**

The City of Naples Community Redevelopment Agency (CRA) was created in 1994 by City Resolutions 94-7098 and 94-7099. On January 15, 2014 City Council adopted Resolution 14-13401 approving a modified Redevelopment Plan and extending the CRA through the end of FY 2044. The improvements along 8th Street from 7<sup>th</sup> Avenue North to 5<sup>th</sup> Avenue South and along 3<sup>rd</sup> Avenue South from 8<sup>th</sup> Street to US 41, are included in the 2014 modified plan.

In 2016 the Naples City Council approved a conceptual design for the 3rd Avenue South corridor from 10<sup>th</sup> Street to 6th Street. This conceptual design included construction of roundabouts at the 8th and 10th Street intersections, consistent with the roundabouts recently constructed on Central Avenue. 8<sup>th</sup> Street is a north - south collector roadway connecting from the north at 7<sup>th</sup> Avenue North, extending through the Downtown area and south of 5<sup>th</sup> Avenue South to the Crayton Cove area at 12<sup>th</sup> Avenue South where a roundabout intersection exists. The southern limit of this project area is 5<sup>th</sup> Avenue South and the northern limit is 7<sup>th</sup> Avenue North. The width of the right of way varies from 60 feet north of Central to 80 feet south of Central.

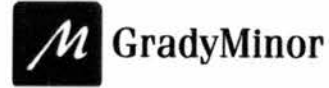
To assist the City, we propose the following Scope of Services.

**Task 1 – Planning, Public Involvement, Conceptual Design**

**A. Traffic Operations Analysis**

GradyMinor will sub consult with a registered engineer to perform the following traffic data collection, forecasting, and traffic analysis tasks to support design traffic recommendations for the project corridor.

1. Data Collection: Develop the process used to collect traffic count data, provide the needed formats, and coordinate with City staff. To help save cost, the City is assumed to collect turning. As part of this task, GradyMinor will compile traffic data regularly collected by the CITY as part of its Traffic County Program and collect turning movement counts at the following intersections, during both the AM and PM peak hour:
  - a) 8<sup>th</sup> Street at 5<sup>th</sup> Avenue South (eight hours)
  - b) 3<sup>rd</sup> Avenue South at 9<sup>th</sup> Street (US 41) (four hours)
  - c) 8<sup>th</sup> Street at 4<sup>th</sup> Avenue North (eight hours)
2. Crash Data Review: Using three to five years of crash data provided by the CITY, review the crash data and identify correctable trends that should be included in the project.

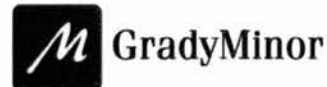


3. **Traffic Forecasting:** Develop 2035 Design Hour Turns for the intersections listed above by forecasting traffic demand for the 8th Street corridor from 5th Avenue South to 7th Avenue North. Effort includes refining TAZ structure data, socioeconomic data, and network data as needed. The 2035 FDOT District One or Collier County FSUTMS model structure is assumed with the Existing + Committed (E+C) network. Revisions outside of 8th Street are not assumed. Forecasted volumes will be compared with historical traffic growth trends. A standard K-factor will be assumed to convert to design hour volumes. Turning movement percentages will then be applied at each approach to develop design traffic volumes
4. **Design Traffic Analysis:** Analyze the study intersections listed above using Synchro Professional software to calculate travel time, level of service, average delay per vehicle, and queues for the following scenarios:
  - a) Existing Conditions (AM and PM peak period)
  - b) Design Year No-Build (AM and PM peak period)
  - c) Design Year with Project Modifications (AM and PM peak period)
5. **Recommendations:** Provide recommendations on intersection geometry (number of through lanes, turn lanes and turn lane lengths) and intersection signal coordination (signal timing) that optimizes traffic conditions in conjunction with N/S signal coordination.
6. **Equivalent Single Axle Loadings (ESAL):** Calculate ESALs to support the pavement design consistent with FDOT and AASHTO procedures.
7. **Technical Memorandum:** Document results and recommendations from the traffic operations analysis in a technical memorandum that will be part of the project's Design Documentation. Revise the technical memorandum one time to incorporate client input.

## **B. Surveying/Mapping Services**

GradyMinor will provide surveying services as part of the Planning and Public Involvement task as described below:

1. **Survey Control Horizontal/Vertical:** Establish horizontal and vertical control on the proposed and set 10 benchmarks and control points along said route using the datum as specified by the design.
2. **Records Research:** Obtain information from the Collier County Property Appraiser's Office, Collier County Clerk of Courts, City of Naples, and FDOT to acquire record evidence of parcel ownership (as required), existing right-of-way limits for 8<sup>th</sup> Street, 3<sup>rd</sup> Avenue South and all intersecting roadways, certified corner records and horizontal and vertical control.
3. **Base Map Digital Control File:** Create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. These right-of-way lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.
4. **Route Survey and Topography:** Obtain cross-section elevations at 50-foot intervals along the route and extend a distance of 10 feet beyond the existing right-of-ways (east and west). Above ground improvements, including trees lying within 10 feet either side of the proposed right of way line will be located. Identify Right-of-Way (ROW) limits, platted property corners, edge of pavement, driveways (size and material of construction), sidewalks, fences, vegetation, significant improvements in the ROW, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features (including flow meters and backflow assemblies), and topographic data. Each intersection will be surveyed in more detail due to needing more information to tie into the existing elements.



Bonita Springs: 239-947-1144  
Fort Myers: 239-690-4380  
engineering@gradyminor.com

### **C. Geotechnical Explorations**

GradyMinor will subcontract with a geotechnical sub-consultant (“Geo-Tech”) to provide geotechnical investigations for the project.

Geo-Tech’s scope of services for this project will consist of the following:

1. Ten (10) Pavement cores spaced evenly along corridor.

Samples will be recovered from the roadway soil borings per ASTM standards and returned to the laboratory for visual classification per the AASHTO Classification Group System. A report will be issued presenting the findings, evaluations and recommendations to aid in the design of the proposed roadway expansion.

### **D. CRAAB and Advisory Board Meetings**

GradyMinor will present the conceptual (30%) and 60% designs to the City of Naples Community Redevelopment Agency Advisory Board (CRAAB) and the CRA separately to receive input on the designs and how to proceed into further design stages. A total of four (4) meetings are anticipated for this task. GradyMinor will prepare corridor renderings and illustrative 3D graphics for the CRAAB and CRA meetings.

### **E. Scheduled Public Meetings**

The ENGINEER will prepare for and attend two (2) scheduled public meetings as described below.

Meeting #1: Community Meeting: The purpose of this meeting is to inform citizens of the design concepts as described in Task 1(G) and receive feedback. GradyMinor will assist the CITY in disseminating an invitation to the public meeting to identified property owners within 500 feet of the project corridor. GradyMinor will invite other stakeholders including representatives from Collier County Government, Collier County Public Schools, the City of Naples, the Florida Department of Transportation District 1, and any stakeholders directed by the CITY. GradyMinor will prepare and present a power point presentation that explains the project alternatives and project next steps.

Meeting #2: Community Meeting: The purpose of this meeting is to inform citizens of the approved 60% design concept and receive feedback. This community meeting will provide a recommendation of a final concept, typical section and a summary of public and City of Naples comments. The purpose of the meeting will be to obtain the consensus of the community for the approved concept.

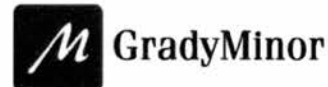
GradyMinor will prepare corridor renderings and illustrative 3D graphics for the proposed Community Meetings.

### **F. Stakeholder Meetings**

In addition to the scheduled meetings detailed above, GradyMinor will prepare for and attend up to twenty (20) stakeholder meetings onsite with public citizens, agencies, or stakeholders as necessary and/or directed by the CITY.

### **G. Project Concepts**

Using available base mapping and previously prepared concepts as a guide, traffic, and environmental information, and City staff input. GradyMinor will prepare two (2) conceptual layouts of the road and traffic control options at four intersections reflecting the outcome of traffic operational analysis. GradyMinor will also develop typical sections for the conceptual layout. This concept will be laid out using the design survey on aerial imaging that is suitable for public review. This concept will be used to reach decisions on a final lane configuration, parking configuration, plan, and typical section for implementation.



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## **H. Final Concept Documentation**

Following the 30% CRAAB and CRA presentation, and public meetings, GradyMinor will summarize the recommended concept, public meetings and engineering factors that led to the selection of the conceptual alternatives in a concise Final Concept Alternative Memorandum. The concept plan included in the memorandum will be based on the final traffic recommendations, design survey and illustrate sidewalk, driveway access and parking concept, and horizontal layout of the proposed plan. The memorandum will generally include the following information:

1. Results of Updated Traffic Operations Analysis,
2. Typical Sections,
3. Design Criteria,
4. Pavement Design Package
5. Preliminary streetscape improvement plans,
6. Drainage summary,
7. Geotechnical summary,
8. Landscape concepts,
9. Meeting minutes from all meetings with public officials,
10. Meeting minutes from the community meeting,
11. Summary of adoption by CITY.
12. Opinion of Probable Construction Cost

### **Task 2 – Permitting**

#### **A. SFWMD Permitting**

*SFWMD Coordination:* GradyMinor will schedule and attend a pre-application meeting with SFWMD to discuss the objectives for the project and establish the parameters that will be required for permitting. GradyMinor will meet and coordinate with the SFWMD during review of the permit application to aid the review process. It is assumed that a minor modification will be required by the SFWMD for budget purposes. Additional design services beyond the effort of a letter modification will be compensated on a time and material basis.

#### **B. FDOT Permitting**

*FDOT Coordination:* GradyMinor will schedule and attend a pre-application meeting with FDOT to discuss the objectives for the project and establish the parameters that will be required for permitting. It is anticipated that a driveway connection permit application will be required. GradyMinor will prepare and submit to FDOT pertaining to geometric modifications and signalization plans at the US 41 intersection.

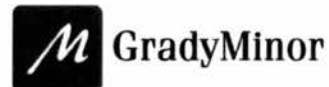
#### **C. FDEP Permitting**

*FDEP Coordination:* It is anticipated that Florida Department of Environmental Protection (FDEP) permit (potable water) will be required for this project. GradyMinor will prepare and submit to the FDEP the applicable permit application and respond to all questions from the FDEP.

All permitting fees associated with Task 2 will be paid for by the City of Naples.

### **Task 3 – Engineering Design**

GradyMinor will prepare a complete Roadway Design Package as described below. This work effort includes the roadway and drainage, utility, lighting design analysis needed to prepare a set of Roadway Plans, Drainage Plans, Traffic Control Plans, Traffic Signal Timing Plans, Signing and Pavement Markings, Lighting, Utility, Environmental Permits and other necessary documents.

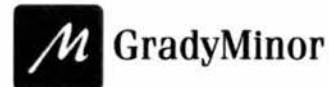


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## A. 8<sup>th</sup> Street Improvement Plans

GradyMinor will prepare roadway design plans on 11"x17" sheets depicting the proposed roadway, streetscape, lighting, intersection, stormwater, and utility improvements. The design plans will consist of the following sheets:

1. **Key Sheet.**
2. **General Notes.**
3. **Typical Sections** – Typical sections will be developed to illustrate the recommended roadway improvements.
4. **Pavement Design** – A pavement design for accommodating the existing pavement structure (if feasible) will be developed, including and resurfacing improvements and possibly reconstruction improvements pavement design.
5. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
6. **Plan/Profile Sheets** – The plan/profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turn-outs for intersecting streets/driveways, sidewalk, hardscape and re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures. Plan sheets will include individual property owner names and addresses for each parcel located along the corridor.
7. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
8. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction; grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
9. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and Drainage structure sections for each drainage structure proposed for the project.
10. **Cross-Sections** (up to 108 cross-sections) – Roadway cross sections will be developed at 50-foot intervals.
11. **Miscellaneous Detail sheets**
12. **Traffic Control Plan**
13. **Erosion Control/SWPPP Plans** – Erosion control plans will be prepared depicting site-specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
14. **Utility Adjustment Plans** – Based on information provided by the various utility providers in the corridor, proposed utility adjustments will be detailed in plan review on these sheets.
15. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 30%, 60% and 100% plans.
16. **Submittals** – GradyMinor will submit up to five (5) copies of the roadway plans at 30%, 60% and 100% completion stage to the CITY. In addition, GradyMinor will submit two (2) copies of the roadway plans at 30%,



60% to affected utility companies. Interim plan submittals will provide information generally consistent with the Plans Preparation Manual Checklist for interim submittals. GradyMinor will conduct an in-house QA/QC review of all submittals prior to providing to CITY and a 3<sup>rd</sup> party review of the proposed roundabout design. An electronic copy will be provided at the Final plan submittal.

## **B. Utility Coordination**

GradyMinor will be responsible for coordinating the proposed design with the affected utility companies within the project limits. The individual utility owners will designate the existing utilities within the project limits and assist the utilities during the design phase.

Each utility provider will be responsible for the design of their respective utilities for this project. These designs will be provided to GradyMinor by the utility provider in CADD format for inclusion into the Roadway Plans for this project. GradyMinor will be responsible for coordinating with the utility providers for the proposed construction elements such that utility conflicts are minimized or avoided.

GradyMinor will provide to the utility owners, electronic PDF files of plans for each of the 30%, 60% and 100% submittals. GradyMinor cannot be responsible for the accuracy of the CADD files after they are provided to the Utility owners, if requested.

## **C. Utility Locates**

Subsurface utility excavation of the existing utilities to verify the location (horizontal and vertical), size and material of the existing mains within the project site. This proposal includes twelve (12) soft digs and ground penetrating radar (GPR) of the mains.

## **D. Signing and Marking Plans**

Signing and pavement marking plan sheets, details, signing and General Notes sheet will be provided in accordance with City and MUTCD standards.

The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Signing and Pavement Marking Plans,

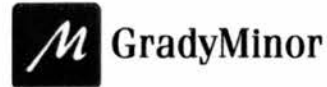
## **E. Lighting Plans**

GradyMinor will sub consult with a registered engineer to prepare the design and specification of pedestrian level light layout within the project area, including provision of photometric plots and data. It is understood that the pedestrian level lighting layout will utilize the same decorative lights and poles (or equivalent) currently in Central Avenue and recently improved 3<sup>rd</sup> Avenue South area. It is assumed that the pedestrian level lighting will be provided from 5<sup>th</sup> Avenue South to 7<sup>th</sup> Avenue north.

The plan set will include the following sheets,

1. Key sheet,
2. Notes and tabulation of quantities,
3. Lighting plans,
4. Pole Data Detail sheets,





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**Voltage Drop Calculations:** Voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values will be submitted to the City. The voltage drop incurred on each circuit (total volts and percentage of drop) will be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the CITY.

## **F. Signalization Plans**

GradyMinor will sub consult with a registered engineer develop a set of signalization plans to reconfigure existing signal head locations, loop detection, pedestrian signal head location/features and traffic signal timing, if necessary at the intersection of 3<sup>rd</sup> Avenue South and US 41, 8<sup>th</sup> Street and 5<sup>th</sup> Avenue South and 8<sup>th</sup> Street and 4<sup>th</sup> Avenue North as required for the intersections and to comply with ADA standards. The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Signal plans,
4. Pedestrian signal pole placement,

The signalization plan will specify the controller and controller peripherals, phasing and initial timings, cabinet location, electrical service, detector amplifiers, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, and pedestrian displays and detector stations, if appropriate. Signal plans will also provide for signal interconnection plans between the signals listed above to improve progression through the project corridor. Signal timing optimization will be evaluated for the North/South coordination while minimizing impacts to the existing coordination to the East/West coordination.

## **G. Landscaping, Hardscape & Irrigation Plans**

GradyMinor will prepare landscape architecture construction documents consisting of:

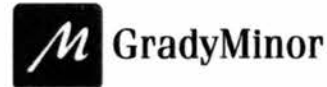
- Landscape architecture, hardscape plans, with dimensioning/horizontal control for hardscape, furnishings, signage, and other relevant component locations and dimensions.
- Landscape planting plans.
- Landscape irrigation plans.
- Enlargement plans for key design components, as necessary.
- Detail sheets for key components

Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the Client for review at approximately the 60% stage. Comments received at the 60% stage will be incorporated into the final 100% bid documents. It is assumed that proposed irrigation will be connected to the City's existing reclaimed water in the vicinity of the project corridor.

## **Task 4 – Bidding Assistance**

### **A. Bidding Assistance**

1. *Bid Document Preparation and Review.* GradyMinor will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract. GradyMinor will coordinate with City of Naples Purchasing staff to issue bid packages for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. GradyMinor will review the bids and will prepare a written summary of this tabulation and evaluation and make a recommendation of award.



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## SCHEDULE

GradyMinor will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services will be completed in twenty four (24) months after Notice to Proceed is received unless there are delays outside of the GradyMinor's control, such as delays associated with right-of-way issues and negotiations, unanticipated design or permitting issues, CITY requested design changes, etc.

We propose to complete these tasks and deliver construction documents in accordance the following cost schedule.

Task	Description	Fee	Fee Type
1	Planning, Public Involvement, Conceptual Design	\$119,639.00	LS
2	Permitting	\$23,698.00	LS
3	Engineering Design	\$200,768.00	T&M
4	Bidding Assistance	\$3,270.00	LS
5	Reimbursable Expenses	\$2,500.00	Actual
	<b>TOTAL</b>	<b>\$349,875.00</b>	

This Proposal only includes those items specifically identified above and does not include any environmental assessments, boundary surveys, traffic data collection, 4-way stop or signal warrant analysis; or permitting fees.

This Proposal is in response to the City of Naples 8th Street Corridor Design and Engineering Services RFQ 17-027. Any services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the hourly rate schedule approved City of Naples. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

Any government imposed sales taxes or fees shall be added to our fees for services under this Proposal.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Justin Frederiksen'.

Justin Frederiksen, P.E.  
 Vice President

## 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 **Attachment B-1 which is attached and made a part of this Agreement.**

Retainage: Not applicable to this Agreement.

END OF EXHIBIT B

**GradyMinor Proposal for Professional Engineering Services**

**8th STREET CORRIDOR DESIGN & ENGINEERING SERVICES  
CITY OF NAPLES UTILITIES**

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

September 18, 2017

Task	Activity Description	Project Manager \$145	Engineer \$130	Senior Inspector \$96	Senior Planner \$150	Landscape Architect \$135	Senior Designer \$105	Survey Crew 2 Man \$130	Prof Surveyor \$120	Clerical \$62	Senior Technician \$105	Total Hours	Sub Consultant	TOTAL COST
<b>Task 1 - Planning, Public Involvement, Conceptual Design</b>														
A	Traffic Operations Analysis	16	8				24					48	\$31,199	\$37,079
B	Surveying/Mapping Services		12					120	16		24	172		\$21,600
C	Geotechnical Explorations		6									6	\$8,000	\$8,780
D	CRAAB and Advisory Board Meetings	10			10		40					60		\$7,150
E	Scheduled Public Meetings	8			8		24					40		\$4,880
F	Stakeholder Meetings	40			40							80		\$11,800
G	Project Concepts	24				24	60					108	\$3,500	\$16,520
H	Final Concept Documentation	24	40				30					94		\$11,830
													<b>Subtotal Task 1:</b>	<b>\$119,639</b>
<b>Task 2 - Permitting</b>														
A	SFWMD Permitting	24	40							24		88		\$10,168
B	FDOT Permitting	20	40							24		84		\$9,588
C	FDEP Permitting	6	16							16		38		\$3,942
													<b>Subtotal Task 2:</b>	<b>\$23,698</b>
<b>Task 3 - Engineering Design</b>														
A	8th Street improvements Plans	160	60	16			420					656	\$4,752	\$81,388
B	Utility Coordination	20	40				40					100		\$12,300
C	Utility Locates		8									8	\$5,000	\$6,040
D	Signing and Marking Plans	40	20				160					220		\$25,200
E	Lighting Plans	2	4				12					18	\$9,000	\$11,070
F	Signilization Plans	16					20					36	\$45,500	\$49,920
G	Landscape, Hardscape, and Irrigation Plans					40	90					130		\$14,850
													<b>Subtotal Task 3:</b>	<b>\$200,768</b>
<b>Task 4 - Bidding Assistance</b>														
A	Pre-bid Meeting	4										4		\$580
B	Response to RAIs	4	8									12		\$1,620
C	Recommendation of Award	2	6									8		\$1,070
													<b>Subtotal Task 4:</b>	<b>\$3,270</b>
<b>Task 5 - REIMBURSABLES</b>														
A	Reproduction, shipping and misc costs													\$2,500
													<b>Subtotal Task 5:</b>	<b>\$2,500</b>
													<b>Total Task 1 through 5 - Budget:</b>	<b>\$349,875</b>
<b>Notes:</b>														
1	Proposal is based on City Purchasing adding the general conditions and front end documents.													
2	This proposal excludes environmental assessment services.													
3	This proposal does not include permitting fees.													
4	This proposal does not include construction services.													

## 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-1through C-\_\_ ]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **Vice President of the Q. Grady Minor & Associates, P.A.** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

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

Executed this 18 day of SEPTEMBER, 2017.

By:  \_\_\_\_\_