

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F- 6

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

12/9/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve Award File #14-394, Work Order #21, Contract #10-269 Engineers of Record, for US41 Utility Engineering CEI Services, to Hazen and Sawyer of Sarasota, FL: for a project not-to-exceed amount of \$183,150. This work order is for construction observation services associated with FDOT's US41 improvement project.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - Yes

Budget Action

No action needed. Funding from CCU Renewal and Replacement Fund approved in CIP Utility Installations for US41 Widening Project in the FY 15 Budget Process.

Financial Impact Summary Statement

Funding for this expenditure comes from CCU R&R Fund - Improvements Other than Building.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is for construction engineering (CEI) services to assist the County during construction of the US41 Utility Improvements. The improvements are located within the US41 right-of-way corridor from Enterprise Drive to the City of North Port city limits. These improvements are included in the overall FDOT US41 Improvement Project. Potable water mains, reclaimed water mains, and wastewater force mains will be constructed throughout the entire stretch of this highway. This work is performed on an "as needed basis only" as directed and approved by the CCU Project Manager.

It is anticipated the project will be completed in 24-months. A complete breakdown of tasks and fees is attached which also outlines the procedure for finalizing and approving each task assignment.

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> scope-fee.pdf	Scope-Fee	Backup Material
<input type="checkbox"/> Hazen_and_Sawyer.pdf	Original Agreement	Backup Material

HAZEN AND SAWYER
US-41 UTILITY ENGINEERING CEI SERVICES
SCOPE OF SERVICES

BACKGROUND

Under this Scope of Services, Hazen and Sawyer, P.C. (Engineer) and their sub-consultant, TKW Consulting Engineers will assist Charlotte County Utilities (CCU) with Construction Engineering Inspection (CEI) services during the construction of the Florida Department of Transportation (FDOT) US-41 Improvement Project ID 422710-2-56-01. Charlotte County and CCU engineering staff will manage the project and provide daily construction-observation services. The project is scheduled to be completed in 24 months, corresponding to the project construction schedule and final closeout-documentation period. All CEI services to be provided by the Engineer shall be coordinated through and approved by the CCU project manager.

The improvements will consist of replacement and addition of potable water, wastewater, and reclaimed water mains within the FDOT right of way from Enterprise Drive to Cornelius Drive along the 3.5 mile corridor.

SCOPE OF SERVICES

Based on the approved FDOT Utility Work by Highway Contractor Agreement (UWHCA) Plans, Hazen and Sawyer proposes the Tasks for Scope of Services as outlined below. Tasks will be performed based on the request by the CCU Project Manager detailing the work to be completed, the subsequent Engineer's estimated cost to complete the work task(s) and approval by the CCU project manager to proceed with compensation on a standard hourly rate basis provided budget is available in this work assignment.

Task 1: Pre-Construction Meetings and Project Coordination - Engineer will attend and assist CCU with FDOT meetings prior to construction, provide technical data related to questions regarding the project design, review meeting minutes and provide limited coordination assistance, when requested.

Task 2: Construction Progress Meetings - Engineer will attend progress meetings and assist CCU with technical data relating to questions regarding the project design and review meeting minutes, when requested.

Task 3: Shop Drawings and Submittals - Engineer will review submittals as requested, record in appropriate logs and review for approval or reject for re-submittal. When approved, Engineer will distribute back to CCU PM for final review and distribution to the Contractor.

Task 4: Construction Schedule - Engineer will review as requested and comment on the Contractor's proposed schedule and provide comments and recommendations.

Task 5: FDOT Requirements - Engineer will provide guidance to CCU associated with FDOT requirements for plans, specifications and contract documents when requested.

Task 6: RFI's, Change Orders and Supplemental Agreements - Engineer will assist in responding to technical RFI's encountered during the project construction process and assist in preparing items such as but not limited to change orders and supplemental agreements to address issues encountered during construction as requested.

Task 7: Project Correspondence - Engineer shall track all documents received by Engineer associated with project and maintain proper records, receipts, field measurements, progress schedules and daily reports and submit to CCU PM as requested.

Task 8: Materials and Other Required Testing - Engineer shall provide assistance in ensuring that all required testing procedures comply with the plans, specifications, FDOT and FDEP requirements for this project when requested by the CCU Project Manager.

Task 9: Construction Observation Assistance - Engineer shall perform periodic on-site inspections to evaluate utility construction conformance and provide proper documentation and records when requested by CCU Project Manager. To assure Engineer has availability to provide construction observation assistance for any length of time other than periodic inspections, CCU shall provide at least one week's notice to Engineer when observation assistance may be required.

Task 10: Substantial Completion Inspections - Engineer shall assist with substantial completion inspections, punch list and final inspections and provided proper documentation and records when requested.

Task 11: Supplemental Services - Engineer shall perform other tasks or supplemental services that are required to be performed for a successful completion of this project when requested. This may include additional meetings, site visits, permitting assistance, design revisions or other work requested by the CCU Project Manager.

COMPENSATION

Hazen and Sawyer propose to complete the Scope of Services as outlined above for a total “not-to-exceed” cost of **\$183,150**. The estimated compensation and labor hours for the each task is shown in Exhibit A. If additional work is required beyond the budgeted amount, Engineer will notify client and provide contract amendment for CCU approval.

All work and hours performed by Hazen and Sawyer and their sub-consultant will be identified and submitted monthly to CCU PM for approval, this will include a status report that includes summary of work performed, total budget, budget used and budget remaining for providing construction services.

EXHIBIT A

ESTIMATED BUDGET AND TASK AMOUNT

Task	Description of Services	PIC	PM	PE	SFC	FC	SD	D	CM	AD	"NTE" Task Amount
	Rate	\$235	\$175	\$150	\$125	\$95	\$105	\$85	\$80	\$65	
1	Pre-Construction Meeting and Project Coordination	2	20	4					24	4	6,750
2	Construction Progress Meetings		10	10							3,250
3	Shop Drawings and Submittals		4	10							2,200
4	Construction Schedule		4	4							1,300
5	FDOT Requirements		10	20							4,750
6	RFI's, Change Orders and Supplemental Agreements		20	10					10	20	7,100
7	Project Correspondence		10	20						20	6,050
8	Material Testing		2	10	40	40					10,650
9	Construction Observation Assistance		48	24	480	480					117,600
10	Substantial Completion Inspections		8	16	24						6,800
11	Supplemental Services		24	24			20	80			16,700
	Total Amount	470	28,000	22,800	68,000	49,400	2,100	6,800	2,720	2,860	183,150

ENGINEER STANDARD HOURLY RATE SCHEDULE

Title	Hourly Rate
Principal in Charge (PIC)	235
Project Manager (PM)	175
Project Engineer (PE)	150
Senior Field Coordinator (SFC)	125
Field Coordinator (FC)	95
Senior Designer (SD)	105
Designer (D)	85
Contract Manager (CM)	80
Administrative (A)	65

CONTRACT NO. 2010000269.e
BETWEEN CHARLOTTE COUNTY
AND
HAZEN AND SAWYER, P.C.
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
CHARLOTTE COUNTY UTILITIES

THIS AGREEMENT, is made and entered into this 9th day of December, 2010, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as "COUNTY," and HAZEN AND SAWYER, P.C., 498 7th Avenue, New York, New York 10018; hereinafter referred to as "ENGINEER."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Engineer agree as follows:

ARTICLE 1
PREAMBLE

1.1 In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the statements, representations and explanations contained in this Article 1 shall be accepted as essential elements of the mutual considerations upon which this Agreement is based.

1.2 County requires the services of professional engineers to perform certain utility related engineering services necessary for projects upon notification of the need for, and issuance of authorization to provide, such services.

1.3 County has met the requirements of the Consultant's Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, and has selected Engineer as one of the professional engineers to perform services in accordance with the terms of this Agreement, the provisions of RFP No. 2010000269 issued by County on, as well as the provisions of Addendum #1 issued by County on July 28, 2010. RFP No. 2010000269 and the above referenced addendum issued subsequent thereto are incorporated herein by this reference.

ARTICLE 2
REQUEST FOR SERVICES BY COUNTY

2.1 County may, in its sole discretion, issue an authorization to Engineer to provide professional services for a specific engineering project under the terms of this Agreement and in accordance with the procedures contained in RFP No. 2010000269 (hereinafter "specific project authorization" or "authorization") and any subsequent addenda thereto. Each specific project authorization shall be in writing and set forth: (1) the scope of services for the specific project; (2) an enumeration of the deliverables for the specific project, if applicable; (3) the time for performance of Engineer's services for the specific project; and (4) the basis and amount of compensation for Engineer's services for the

specific project. Each authorization shall be subject to all the terms and conditions of this Agreement. Each authorization shall be in writing in the form of a Notice to Proceed or Purchase Order issued by County, or an Amendment to this Agreement. After approval by the County Purchasing Director, County Administrator, or Board of County Commissioners, whichever is applicable under the provisions of RFP No. 2010000269, each authorization shall become an amendment to this Agreement.

ARTICLE 3 **BASIC SERVICES**

3.1 The basic services which shall be performed by Engineer under this Agreement are the professional engineering services required to perform a variety of utility related projects. Engineer shall be required to work in close cooperation and coordinate their Work Assignments with the staff of Charlotte County Utilities. Tasks shall be performed by Engineer on an "as assigned" basis and may include, but not be limited to, the following:

- General consultation/miscellaneous meetings/monthly informational meetings
- Assistance in development of needed ordinances and/or Comprehensive Plan amendments
- Prepare capacity analysis reports
- Annual report for bond covenants for filing with Comprehensive Annual Financial Report (CAFR)
- Prepare assigned permit renewals and other regulatory submittals
- Provide Value Engineering - analyze, evaluate, review, and make recommendations for revisions concerning studies, reports, agreements, designs, operation and maintenance procedures and proposed construction improvements
- Hydro-geological assessments and well drilling oversight experience
- Develop Mechanical Integrity Test plans and Capacity Injection Test plans
- Provide utility-wide financial assistance and guidance for grants and other funding sources
- Prepare reports, feasibility studies, planning and design services relative to utility facilities, systems, and equipment
- Hydraulic modeling of water, waste water, and reclaimed water systems in the latest editions of WaterGEMS and SewerCAD as needed including running model simulations of existing and proposed improvements, analyzing simulation results, conducting water age analysis, and updating models to reflect latest utility Geodatabase
- Assist the County before Federal and State regulatory agencies (personnel), including Florida DEP and Water Management Districts
- Assist CCU staff in various work tasks involving utility facilities studies, reports, presentations, and evaluations
- Provide technical assistance with agreements/negotiations
- Construction management of County utility projects as directed and authorized
- Provide economic and feasibility studies for water, wastewater and reclaimed water systems
- Provide expert testimony in utility related hearings or litigation

- Maintain computer database on permit conditions, compliance, and report quarterly the status of all permits
- Create compatible databases for various utility functions
- Coordinate/Provide Subsurface Utility Engineering (SUE) services in support of utility design projects
- Complete Environmental Assessment Services including Threshold and Endangered Species Evaluation and Wetland Delineations
- Geodatabase updates, enhancements and maintenance

3.2 Any bidding and negotiations required for any services for a specific project shall be conducted in accordance with competitive bidding procedures and requirements adopted by and required of County by any state or local statutes, rules, regulations or case law. A detailed scope of services for a specific project shall accompany the authorization for that project.

3.3 Engineer shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations. Engineer must conclusively demonstrate its professional ability to represent the County before any and all regulatory agencies and County departments as necessary.

3.4 Engineer shall have an office staffed with professional technical personnel to prepare, assemble, and present reports to the County. These reports will include items such as design standards, preliminary analysis, and progress.

3.5 No guarantee is expressed or implied as to the quantity of services, if any, to be procured under RFP No. 2010000269 or any addenda thereto, by Charlotte County.

3.6 The County, at its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of Engineer to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by Engineer upon request.

3.7 Engineer shall perform any services described in a specific project authorization issued to Engineer by the County.

3.8 Engineer agrees to meet with County at reasonable times and with reasonable notice.

3.9 Engineer agrees to perform such duties and responsibilities, and accepts such authority, as set forth in a specific project authorization issued by the County to Engineer and further agrees to perform any services in the time allowed for performance in a specific project authorization issued by the County to Engineer.

ARTICLE 4 **TERM/TERMINATION**

4.1 The term of this Agreement shall be for the period commencing January 1, 2011, and up to and including December 31, 2013 with an option to renew for two (2) additional one-year terms, at the same terms and conditions, with the mutual consent of the parties.

4.2 This Agreement, or any specific engineering project authorized under this

Agreement, may be terminated by County, with or without cause, by written notice to Engineer of the intent to terminate. Such termination shall be effective fourteen (14) days after receipt by Engineer of such written notice of intent to terminate. However, no termination for cause will be effective unless Engineer is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, Engineer shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, prepared by Engineer shall become the property of County and shall be delivered by Engineer to County immediately upon the effective date of termination.

ARTICLE 5 COMPENSATION

5.1 The amount and basis of compensation, whether it be lump sum, not-to-exceed, or some other basis, for Engineer's services on any specific project shall be determined during negotiations for that specific project, as provided in RFP No. 2010000269 and any subsequent addenda. The amount and basis of compensation shall be contained in the specific project authorization.

ARTICLE 6 METHOD OF BILLING AND PAYMENT

6.1 Engineer shall submit all billings for payment of services rendered on a specific authorized project on a monthly basis to the Purchasing Division for processing. Billings shall be completely detailed as to date, nature of the services performed and indicate the specific project for which the services were performed. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

6.2 Engineer acknowledges that each billing must be reviewed and approved by the County Administrator or his designee. Should the County Administrator, or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, the Engineer shall adjust billing accordingly. However, Engineer shall be entitled to payment of any portion of a billing not in dispute.

6.3 Payment for services rendered by Engineer on a lump sum basis shall be made on a monthly basis in proportion to the percentage of services completed. Percentage of services completed shall be subject to review and approval of County.

6.4 Payment for services rendered by Engineer on a not-to-exceed basis shall be made monthly based on actual hours spent, multiplied by appropriate hourly rates. Hours of service performed shall be subject to review and approval of County.

6.5 Services provided by subconsultants and reimbursable expenses for any specific project shall be established by and contained in the authorization issued for such project. Notwithstanding the foregoing, Engineer shall bill any travel and per diem expenses in accordance with the provisions governing an "authorized person" under Section 112.061, Florida Statutes.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 County shall perform the responsibilities contained in this Article 7 in a timely manner so as not to delay the services of Engineer.

7.2 County shall furnish to Engineer, upon request of Engineer and at County expense, all existing studies, reports and other available data pertinent to a specific project which are within the County's possession. However, Engineer shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

7.3 County shall provide reasonable access and entry to all public property required by Engineer to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Engineer to perform the services described in this Agreement.

ARTICLE 8
STANDARDS AND CORRECTIONS

8.1 Engineer shall perform or furnish to County professional engineering and related services in accordance with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing the engineering profession or a specific project. The same standard of care shall be required of any subengineer or subcontractor engaged by Engineer.

8.2 Engineer shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Engineer or any subengineer or subconsultant engaged by Engineer for one year after the completion of any specific project authorized under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Engineer's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 9
COUNTY PROPERTY

9.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Engineer's services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

9.2. Engineer agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing

COUNTY software and systems. It is anticipated that the software utilized will be run on windows based PC's and will consist of AutoCAD release 2007, ICPR, Microsoft Word 2007, Microsoft Excel 2007, Microsoft Project 2007, Microsoft PowerPoint 2007, and Adobe Reader 8.

ARTICLE 10
NOTICES

10.1 Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

If to Engineer:
Hazen and Sawyer, P.C.
2201 Cantu Ct., Suite 109
Sarasota, FL 34232

If to County:
Purchasing Division Senior Division Manager
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948-1094

Copy to (shall not constitute notice):
Director Charlotte County Utilities
25550 harbor View Road, Ste. 1
Port Charlotte, FL 33980

10.2 Engineer shall immediately notify County of any changes in address.

ARTICLE 11
NO CONTINGENT FEES

11.1 Engineer certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 12
NO ASSIGNMENT

12.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Engineer without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors without written notice to and approval of such action by County.

ARTICLE 13
INDEMNIFICATION

13.1 For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Engineer shall pay on behalf of or indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys fees and court costs (whether such fees and costs are incurred in

negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Engineer or Engineer's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

ARTICLE 14 **INSURANCE REQUIRED**

14.1 Within the time specified by County in a specific project authorization issued to Engineer hereunder, Engineer shall provide valid proof of insurance in the forms and coverage amounts required by County. In addition, Engineer shall also provide valid proof that County is an additional named insured on any applicable insurance policy required of Engineer for a specific project. The requirement that County be an additional named insured shall not apply to Engineer's professional liability or worker's compensation policies.

ARTICLE 15 **CONTACT PERSONS**

15.1 Upon written request of Engineer, and after a specific project authorization is issued to Engineer, County Administrator shall designate one or more County employees to whom all communications pertaining to the day-to-day conduct of a specific project shall be addressed.

15.2 Matters pertaining to the day-to-day conduct of a specific project shall be addressed to Engineer at the address provided by Engineer to County upon issuance of a specific project authorization to Engineer.

ARTICLE 16 **EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

16.1 This Agreement represents the entire and integrated agreement between the County and Engineer and supersedes all prior negotiations, representations or agreement, either written or oral.

16.2 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

16.3 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

16.4 This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing professional engineering services.

ARTICLE 17 **TRUTH-IN-NEGOTIATION CERTIFICATE**

17.1 Signature of this Agreement by Engineer shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement for any specific project are accurate, complete, and

current at the time of contracting. The contract price and any additions thereto for any specific project shall be adjusted to exclude any significant sums by which County determines the applicable contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 18
GOVERNING LAW / VENUE

18.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be exclusively in Charlotte County, Florida.

ARTICLE 19
INDEPENDENT CONTRACTOR STATUS

19.1 Engineer is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

19.2 Neither the County nor any of its employees shall have any control over the conduct of Engineer or any of Engineer's employees, except as herein set forth, and Engineer expressly warrants not to represent at any time or in any manner that Engineer or any of Engineer's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Engineer is, and shall at all times remain as to the County, a wholly independent contractor and that Engineer's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 20
AUDIT AND RECORDS REQUIREMENTS

20.1. Engineer shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Engineer shall notify the County, the County shall respond within thirty (30) days and the Engineer shall deliver to the County any records the County requests. Engineer shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Engineer and the subcontractor.

20.2. Engineer shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt from Section 119.071 F.S. or Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Engineer to allow the aforementioned public access constitutes grounds for unilateral cancellation by the County at any time, with no recourse available to Engineer. Engineer's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

ARTICLE 21
EMPLOYEE RESTRICTIONS

21.1. Charlotte County will not intentionally award publicly-funded contracts to any consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any consultant or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Engineer of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

21.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Engineer has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Engineer shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

21.3. The Engineer shall incorporate the terms of paragraphs 21.1 and 21.2 into all contracts with any subconsultants or subcontractors.

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IN WITNESS WHEREOF, we have hereunto caused the execution of these premises.

CORPORATE



HAZEN AND SAWYER, P.C.

Signed by: Damann L. Anderson

Print Name: Damann L. Anderson

Title: Vice President

Date: 12/17/10

WITNESS:

Print Name: Patrick A. Davis

Signed By: Patrick A. Davis

Date: December 20, 2010

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Anne L. Fakler
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: Robert J. Starr
Robert J. Starr, Chairman

Date: 12/09/2010

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 10-1082 *KS*