

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **20th day of September, 2006**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **American Consulting Engineers of FL., LLC** a Florida corporation, authorized to do business in the State of Florida, whose business address is **4111 Land O'Lakes Boulevard, Land O'Lakes, Florida 34639** (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional consulting **engineering and environmental study** services of the CONSULTANT concerning certain design services for **Engineering and Environmental Study of the Gordon River Greenway Crossing connecting the existing Airport pathway to the proposed Pulling Park** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and
WHEREAS, the CONSULTANT represents that it has expertise in the type of 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. CONSULTANT shall provide to OWNER professional consultant **engineering and environmental study connecting the existing Airport pathway to the proposed Pulling Park** services in all phases of the Project to which this Agreement applies.

1.2. The Basic Services to be performed by CONSULTANT hereunder are set forth in the Scope of Services described in detail in Exhibit A. The total compensation to be paid CONSULTANT by the OWNER for all Basic Services is set forth in Article Five and Exhibit B, "Basis of Compensation", which is attached hereto and incorporated herein.

1.3. 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.

1.4. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as 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. Within five (5) calendar days from the Notice to Proceed issued by the OWNER to the CONSULTANT, the CONSULTANT shall deliver to the OWNER a written statement, executed by the proper officers of the CONSULTANT, acknowledging that the Project Manager shall have full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the OWNER.

1.6. CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the OWNER, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the OWNER shall request in writing to be removed, which request may be made by the OWNER with or without cause.

1.7. The CONSULTANT has represented to the OWNER 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 OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, 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 CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.8. CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'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 CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the OWNER.

1.10. Evaluations of the OWNER'S Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, CONSULTANT shall revise and modify Construction Documents and assist in the

rebidding of the Work at no additional cost to OWNER, if all responsive and responsible bids exceed the estimates of construction costs prepared by CONSULTANT.

1.11. CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

1.12 CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement.

- (a) For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council.
- (b) 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.
- (c) In the event CONSULTANT violates the provisions of this paragraph, CONSULTANT shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER 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 two (2) years of gross compensation from OWNER, whichever is greater.

1.13 CONSULTANT agrees not to provide services for compensation to any other party other than OWNER on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of OWNER.

1.14 Except as otherwise provided herein, CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of CONSULTANT'S contractual relationship with OWNER for the special gain or benefit of CONSULTANT or for the special gain or benefit of any other person or entity.

ARTICLE TWO ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional

Services of the types listed in Article Two herein. These services will be paid for by OWNER as indicated in Article Five and Exhibit B. The following services, if not otherwise specified in Exhibit A as part of Basic Services, shall be Additional Services:

2.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans, bond issues or advances in connection with the Project.

2.2. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.3. Preparation and submission of information to and necessary consultations with Collier County, Florida Department of Environmental Protection, Florida Department of Transportation, South Florida Water Management District, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by CONSULTANT hereunder as set forth in the Exhibit A Scope of Services.

2.4. Providing renderings or models for OWNER's use.

2.5. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.

2.6. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by CONSULTANT hereunder.

2.7. Services during out-of-town travel required of CONSULTANT and directed by OWNER, other than visits to the Project site or OWNER's office.

2.8. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

2.9. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.

2.10. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

2.11. Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations

which are included as part of the Basic Services to be provided herein).

2.12. Additional services rendered by CONSULTANTS in connection with the Project, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted **engineering** practice.

ARTICLE THREE OWNER'S RESPONSIBILITIES

3.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to 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 hereunder;
- (b) The time the CONSULTANT is obligated to commence and complete all such services;
or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONSULTANT.

3.2. 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) Provide all criteria and information requested by CONSULTANT as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

(c) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the OWNER'S possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project

(d) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

(e) Provide notice to CONSULTANT of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONSULTANT hereunder.

3.3. CONSULTANT acknowledges that access to the Project Site, to be arranged by OWNER for

CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

3.4. OWNER shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

ARTICLE FOUR TIME

4.1. Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and **shall be performed and completed by March 30, 2007** in accordance with the Project Schedule attached hereto and made a part hereof as Exhibit C. Time is of the essence with respect to the performance of this Agreement.

4.2. Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of 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 OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONSULTANT's sole remedy against OWNER 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. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within **12 months** of the date hereof, the CONSULTANT's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT after expiration of said **12 month period**.

4.4. 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 OWNER hereunder, the OWNER 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 OWNER's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

**ARTICLE FIVE
COMPENSATION**

5.1. Compensation and the manner of payment of such compensation by the OWNER for services rendered hereunder by CONSULTANT shall be **an amount not-to-exceed \$192,041.30** as prescribed in Exhibit B, entitled "Basis of Compensation", which is attached hereto and made a part hereof.

**ARTICLE SIX
OWNERSHIP OF DOCUMENTS**

6.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of OWNER. CONSULTANT, at its own expense, may retain copies for its files and internal use. OWNER agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorneys fees incurred by CONSULTANT due to the OWNER's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project unless such use is authorized by CONSULTANT.

6.2. With respect to and in consideration for the indemnification provided by OWNER in paragraphs 6.1. above, CONSULTANT agrees to pay to OWNER \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

**ARTICLE SEVEN
MAINTENANCE OF RECORDS**

7.1. CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by 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. OWNER, or any duly authorized agents or representatives of OWNER, 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 five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE EIGHT
INDEMNIFICATION**

8.1. The CONSULTANT (or Design Professional) agrees to indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by Consultant in the performance of the contract.

8.2. CONSULTANT acknowledges that the general conditions of any contract shall include language, satisfactory to the OWNER's attorney, in which the contractor agrees to hold harmless and to defend

OWNER, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.

ARTICLE NINE INSURANCE

9.1. CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in EXHIBIT D to this Agreement.

ARTICLE TEN SERVICES BY CONSULTANT'S OWN STAFF

10.1. The services to be performed hereunder shall be performed by CONSULTANT's own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

ARTICLE ELEVEN WAIVER OF CLAIMS

11.1. 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 OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONSULTANT.

ARTICLE TWELVE TERMINATION OR SUSPENSION

12.1. CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for OWNER 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 OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of 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 OWNER may so terminate this Agreement, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice.

12.2. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or

that OWNER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.1, then the notice of termination given pursuant to paragraph 12.1 shall be deemed to be the notice of termination provided for in paragraph 12.3 below and CONSULTANT's remedies against OWNER shall be the same as and limited to those afforded CONSULTANT under paragraph 12.3 below.

12.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against OWNER 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 CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

12.4. Upon termination, the CONSULTANT shall deliver to the OWNER all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

12.5. The OWNER shall have the power to suspend all or any portions of the services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the CONSULTANT's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE THIRTEEN TRUTH IN NEGOTIATION REPRESENTATIONS

13.1. CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.2. In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Exhibit E, stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the Agreement. The CONSULTANT agrees that the original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE FOURTEEN CONFLICT OF INTEREST

14.1. 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. CONSULTANT further represents that no persons having any such interest shall be employed

to perform those services.

ARTICLE FIFTEEN MODIFICATION

15.1. 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 SIXTEEN NOTICES AND ADDRESS OF RECORD

16.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following

OWNER's address of record:
City Council
City of Naples
735 Eighth Street South
Naples, FL. 34102-3796
Attention: Dr. Robert E. Lee, City Manager

16.2. All notices required or made pursuant to this Agreement to be given by the OWNER to the CONSULTANT shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONSULTANT's address of record:

CONSULTANT's address of record:
American Consulting Engineers of FL., LLC
4111 Land O'Lakes Boulevard
Land O'Lakes, Florida 34639
Attention: _____

16.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE SEVENTEEN MISCELLANEOUS

17.1. CONSULTANT, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

17.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

17.3. This Agreement is not assignable, in whole or in part, by CONSULTANT without the prior written consent of OWNER.

17.4. 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.

17.5. 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.

17.6. 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.

ARTICLE EIGHTEEN APPLICABLE LAW

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

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

ATTEST:

OWNER:
CITY OF NAPLES, FLORIDA,
A MUNICIPAL CORPORATION

By: _____
City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and
legal sufficiency:

Robert D. Pritt, City Attorney

CONSULTANT:
American Consulting Engineers of FL., LLC
Engineering Firm
Land O'Lakes, Florida

By:
Printed Name
Title:

(CORPORATE SEAL)

witness

Consultant Services Agreement
115798_1.WP5
Revised 7/8/03

**EXHIBIT A
SCOPE OF SERVICES**

Exhibit A consists of the following component Parts:

- A.1. DESCRIPTION OF PROJECT
 - A.2. DESIGN REPORT
 - A.3. PRELIMINARY DESIGN
 - A.4. FINAL DESIGN
 - A.5. CONSTRUCTION BID SERVICES
 - A.6. CONSTRUCTION CONTRACT ADMINISTRATION
 - A.7. DETAILED OBSERVATION OF CONSTRUCTION
- A.1. DESCRIPTION OF PROJECT.
- A.1.1. **PLEASE SEE BELOW SCOPE OF SERVICES FOR THIS PROJECT:**

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES**

This Exhibit forms an integral part of the agreement between the City of Naples (herein referred to as the CITY) and American Consulting Engineers of Florida, LLC (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Description: *Gordon River Greenway Connector from Pulling Park Site west of the Gordon River to the existing boardwalk located on North Road east of the Gordon River, Collier County*

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) procedures and to obtain Federal Highway Administration (FHWA) or DEPARTMENT Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

The Project Development Process shall follow the DEPARTMENT'S publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the Department's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA or DEPARTMENT and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the CITY or the DEPARTMENT.

The CITY or the DEPARTMENT will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

STUDY OBJECTIVE

The CONSULTANT is to study a new pedestrian and bike pathway connecting the proposed Pulling Park site across the Gordon River to the existing boardwalk located on North Road west of the Naples Airport in the City of Naples. The pathway will include a bridge crossing over the Gordon River.

The project will be developed in three phases. Phase 1 is preliminary PD&E Activities, Phase 2 is final PD&E activities and preliminary design and Phase 3 is final design. Phase 3 is an optional service phase and will be defined at a later time. Noted in Sections 1.0 through 4.0 below, are the elements that will be performed in Phase 1, 2 or 3.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations, and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Liaison Office

The CITY will designate a Liaison Office and a Project Manager who shall be the representative of the CITY for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

Meetings And Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with CITY representatives, where relevant project information will be provided by the CITY, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the CITY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to CITY standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CITY for their records within two (2) weeks of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

3 copies each of Draft and Final versions:

- First Draft Preliminary Engineering Report
- Second Draft Preliminary Engineering Report
- Final Preliminary Engineering Report (Signed and Sealed)
- Location Hydraulics Report
- Conceptual Design Roadway Plan Set
- Advance Notification Package
- Public Involvement Plan
- Class of Action Determination
- Type I or II Categorical Exclusion

Section 4(f) Statement
Contamination Screening Evaluation Report
Public Hearing Transcript
Endangered Species Biological Assessment
Wetlands Evaluation Report
Cultural Resource Assessment

Upon completion of the study, the CONSULTANT shall deliver to the CITY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Coordination With Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

The CONSULTANT shall provide to the CITY drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

1.1 Public Involvement Program (Phase 1)

1.2 Public Involvement Data Collection (Phase 1)

In addition to public involvement data collection, the CONSULTANT shall assist the CITY in preparing responses to any public inquiries as a result of the public involvement process.

1.3 Notice Of Intent

Not Applicable

1.4 Advance Notification (Phase 1, as required)

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 2 of the PD&E Manual for the DEPARTMENT EMO Manager / Engineer to submit to the State Clearing House.

1.5 Scheduled Public Workshop Meetings (Phase 1)

The CONSULTANT shall provide all support necessary for the CITY to hold or participate in two public workshop meetings, including:

- Elected Officials/Agency Kick-off Meeting
- Alternatives Public Meeting

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Agenda for presentation.
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. (The CITY will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.

- Summary notes of meetings to be provided to the City no later than 5 business days after the meeting.
- Briefing and debriefing of City staff.

The CONSULTANT will investigate potential meeting sites to advise the CITY on their suitability. The CITY will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with up to 5 staff members to facilitate and assist the CITY's Project Manager.

It is estimated for this project there will be two Public meetings during the study.

1.6 Unscheduled Public and Agency Meetings (Phase 1 & 2)

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 5 meetings during Phase 1 and 5 meetings during Phase 2 of the study.

1.7 Public Hearing (Phase 2 as required)

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare:

Public officials and Agency letters. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage

Property owner letters. The CONSULTANT will provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

- All elements of a *Powerpoint* presentation.
- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter
- Briefing and debriefing of City staff.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the CITY as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the CITY's use. The CONSULTANT will also prepare a Public Hearing Summary if the project will be processed as a Categorical Exclusion.

2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

Data Collection

Early in the Study, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review (Phase 1)

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2.2 Aerial Photography (Phase 1)

Aerial Photography shall be provided by the City or available from Collier County at no cost to the CONSULTANT.

2.3 Survey Coordination (Phase 1 & 2)

This task is for the CONSULTANT to coordinate with the survey sub consultant regarding project requirements, review of survey data, and scheduling. The basic survey work is to include:

- Horizontal/Vertical Control
- Mean High Water
- Location of existing paths
- Seaward extents of mangroves
- Landward jurisdictional lines
- Spot Topo Elevations
- Aerial Control points

2.4 Existing Roadway Characteristics

The CONSULTANT will collect engineering related characteristics of the existing project corridor.

2.5 Existing Structure Characteristics

The CONSULTANT will acquire structure clearance information for the adjacent US 41 structure over the Gordon River to the south of the proposed corridor.

2.6 Traffic Data

Not applicable.

2.7 Crash Data

Not applicable.

2.8 Existing Signage Inventory

Not applicable.

2.9 Utilities (Phase 1)

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.10 Railroads

Not applicable.

2.11 Transportation Plans (Phase 1)

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.
- Local Comprehensive Plans; city and county.
- Non-motorized modes, including bikeways and pedestrian walkways.

2.12 Soils (Phase 1)

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, Soil Conservation Service Maps and summarize the findings.

2.13 Base Map (Phase 1)

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans at a scale of 1"=50'.

Determining Needs for Project

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

2.14 Safety

Not applicable.

2.15 Analysis of Existing Conditions (Phase 1)

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.16 Development of Needs Statement (Phase 1)

Preliminary Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the Department's policy on Transportation Design for Livable Communities. Viable alternatives shall be developed in each corridor.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

2.17 Corridor Analysis (Phase 1)

The CONSULTANT shall investigate the area surrounding the existing facility to determine reasonable corridor alternative considerations. No more than three alternative corridors will be investigated and developed.

The CONSULTANT shall use aerial photography to identify possible corridor locations while giving consideration to the following alignment controls which may influence corridor location:

Available right-of-way through which an improvement providing acceptable service could be routed.

Cultural features including public and private development.

Natural features which could be impacted by the project.

The CONSULTANT shall analyze and evaluate each corridor alternate to a point of rejection or selection as a viable corridor. The impacts for each alternate shall be identified and expressed in a form suitable for comparison to other corridor alternates. It will be necessary to analyze in sufficient detail to identify enough differences to select the most viable corridor(s) that would be in the best overall public interest.

Corridor Base Maps

The CONSULTANT will draw Corridor Base Maps on Aerial Photography. The Base Maps will be prepared at a ratio of 1"= 100'.

2.18 Traffic Analysis

Not applicable.

2.19 Typical Section Analysis (Phase 1)

The CONSULTANT shall develop all appropriate typical sections alternatives for the project. These will include the department's standard typical sections, and any typical sections that may result in minimizing right of way, or those proposed in light of the Department's policy on Transportation Design for Livable Communities.

2.20 Roadway Design Alternatives (Phase 1)

This task involves development and refinement of one alignment alternative in order to define right of way required, i.e. horizontal and vertical geometry.

2.21 Prepare Concept Plans (Phase 1)

The CONSULTANT will overlay Concept Plans on the base maps.

2.22 Drainage Analysis and Pond Siting Report (Phase 2)

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of any required stormwater treatment facility (i.e., ditches, swales).

It is not anticipated that a stormwater detention/retention pond will be needed so preparation of a Pond Siting Report is not applicable.

2.23 Structures (Phase 1 & 2)

The CONSULTANT will evaluate conceptual structure types (summarize in technical memorandum) and conceptual vertical and horizontal geometry in Phase 1 and a conceptual Bridge Development Report in Phase 2.

2.24 Access Management

Not applicable.

2.25 Multi-modal Accommodations

Not applicable

2.26 Maintenance of Traffic Analysis

Not Applicable

2.27 Geotechnical Coordination (Phase 3)

This task is for the CONSULTANT to coordinate with the geotechnical sub consultant regarding project requirements, review of geotechnical data, and scheduling.

2.28 Intelligent Transportation Systems

Not applicable.

Comparative Analysis Of Alternatives

The CITY will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

2.29 Comparative Analysis and Evaluation Matrix (Phase 1)

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the CITY for consideration.

2.30 Selection of Preferred Alternative (Phase 2)

The CONSULTANT shall recommend a preferred alternative based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.31 Conceptual Design Plans (Preferred) (Phase 2)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

2.32 Identify Construction Segments

Not applicable.

2.33 Value Engineering

Not applicable.

2.34 Construction Cost Estimates (Phase 1 & 2)

The CONSULTANT shall develop a conceptual construction cost estimates for each design alternative.

2.35 Right Of Way Cost Estimates (Phase 2)

Not applicable. It is assumed that right of way will not be required for this project. The CONSULTANT will identify the need and size of easements if applicable.

2.36 Typical Section Package

Not applicable.

2.37 Design Exceptions and Variances (Phase 3)

The CONSULTANT will identify and prepare exception and variance package(s) for approval in accordance with the Department's Plan Preparation Manual.

2.38 Preliminary Engineering Report (PER) (Phase 2)

2.39 Interchange Modification / Justification Report

Not applicable.

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following sections.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), Environmental Screening Tool (EST) or other appropriate database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

Social and Cultural Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, unless otherwise noted.

3.1 Land Use Changes (Phase 2)

3.2 Community Cohesion (Phase 2)

3.3 Community Services (Phase 2)

3.4 Social And Economic Impacts (Phase 2)

3.5 Relocation Potential

Not applicable, as no relocations are anticipated.

3.6 Archaeological and Historical Sites (Phase 1 and 2)

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual. Phase 1 work will consist of conducting a review of the Master Site File. Phase 2 will consist of field work and report.

3.7 Section 4(F) (Phase 2)

In accordance with Part 2, Chapter 13 of the PD&E Manual.

3.8 Visual Impacts and Aesthetics (Phase 2)

In accordance with Part 2, Chapter 15 of the PD&E Manual.

3.9 Utilities and Railroads (Phase 2)

The CONSULTANT will identify and quantify impacts to existing utilities in the corridor as described in Part 2, Chapter 10 of the PD&E Manual.

Natural Impacts

3.10 Wetlands (Phase 1)

In accordance with Part 2, Chapter 18 of the PD&E Manual. The CONSULTANT will collect existing wetland data and quantify and evaluate any impacts.

3.11 Conceptual Mitigation Plans (Phase 2)

In accordance with Part 2, Chapter 18 of the PD&E Manual.

3.12 Water Quality (Phase 2)

In accordance with Part 2, Chapter 20 of the PD&E Manual.

3.13 Outstanding Florida Waters, Wild And Scenic Rivers, And Aquatic Preserves (Phase 2)

In accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively.

3.14 Floodplains (Phase 2)

In accordance with Part 2, Chapter 24 of the PD&E Manual.

3.15 Coastal Barrier Resources

Not applicable.

3.16 Wildlife And Habitat (Phase 1)

In accordance with Part 2, Chapter 27 of the PD&E Manual. The CONSULTANT will collect existing species data and quantify and evaluate any impacts.

3.17 Essential Fish Habitat (Phase 1)

In accordance with Part 2, Chapter 11 of the PD&E Manual. The CONSULTANT will collect existing species data and quantify and evaluate any impacts.

3.18 Identify Permit Conditions (Phase 2)

The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

3.19 Farmlands

Not applicable.

Physical Impacts

3.20 Noise

REVISED 7/18/02 Not applicable.

3.21 Air Quality

Not applicable.

3.22 Construction Impact Analysis (Phase 2)

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.23 Contamination (Phase 1 & 2)

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual. The CONSULTANT will collect existing data in Phase 1 and quantify and evaluate any impacts during Phase 2.

Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the DEPARTMENT prior to producing final reports and documents.

3.24 Class Of Action Determination/Categorical Exclusion (Phase 2)

Either a Type 1 or Type 2 Categorical Exclusion is the expected level of environmental documentation required for this project. The CONSULTANT will complete the required documentation to document the Categorical Exclusion as described in Part 1, Chapter 3, of the PD&E Manual. The CONSULTANT will also provide all the documentation required by the PD&E Manual.

3.25 Environmental Assessment

Not applicable.

3.26 Finding Of No Significant Impact

Not applicable.

3.27 Draft Environmental Impact Statement

Not applicable

3.28 Final Environmental Impact Statement

Not applicable.

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files (Phase 1 & 2)

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the CITY on a monthly basis. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

It is anticipated that Phase 1 will require approximately 8 months to complete and Phase 2 will require approximately 8 months to complete.

4.2 Project Management Meetings and Coordination (Phase 1 & 2)

The CONSULTANT shall meet with the CITY as needed throughout the life of the project. It is anticipated up to 8 meetings will be needed during Phase 1 and up to 8 meetings during Phase 2. These meetings will include progress and miscellaneous review and other coordination activities with the CITY or DEPARTMENT.

Additional Services

The following services will be provided in Phase 3 and defined at a later time.

- Soil Survey and Geotechnical Work
- Survey and Mapping
- Bridge Hydraulics Reports
- Final Bridge Development Reports
- Final Design

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

6.0 SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the CITY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Process Advance Notification and all environmental and engineering documents including Permit Coordination Package.
- Coordinate with the State Historic Preservation Officer.
- Existing right-of-way maps.

A.2. DESIGN REPORT.

A.2.1. Consult with OWNER to clarify and define OWNER's requirements for the PROJECT and review available data.

A.2.2. Advise OWNER as to the necessity of OWNER obtaining from CONSULTANT, Additional Services described in Article Two of this Agreement, such as, but not limited to probings, subsurface explorations, special permits, or other similar investigations.

A.2.3. Prepare a Design Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of all governmental authorities having jurisdiction over the project), and any alternative designs available to OWNER and setting forth CONSULTANT's findings and recommendations. The Design Report also shall contain CONSULTANT's professional evaluation of OWNER's Project budget. Said evaluation shall contain CONSULTANT'S initial professional opinions of probable total costs for the Project, including construction costs, contingencies, and allowances for charges of all professionals and consultants. The Design Report also shall present CONSULTANT's recommendations as to how the construction contract(s) should be let out for bid.

A.2.4. Furnish five (5) copies of the Design Report, schedule and conduct a meeting with OWNER to present the Design Report for OWNER's review and approval.

A.3. PRELIMINARY DESIGN.

A.3.1. Prepare in a format acceptable to OWNER, all preliminary Contract Documents, including but not limited to all designs, drawings, special conditions, general conditions, supplemental conditions, specifications and bid and Agreement forms, necessary for construction of the Project.

A.3.2. Keep OWNER informed as to the status of the project design through no less than monthly meetings at the OWNER's offices.

A.3.3. Upon completion and submission to OWNER of the preliminary design for Project, provide to OWNER five (5) copies of the preliminary Contract Documents and CONSULTANT'S professional preliminary opinions of probable total Project and construction costs for review and approval by OWNER. The improvements for which services are to be rendered under this Agreement shall include the Project as described in the description in paragraph A.1.1. of this Exhibit A.

A.4. FINAL DESIGN.

A.4.1. Provide OWNER with proposed final construction drawings and detailed opinions of probable total Project construction costs in writing for OWNER's review, prior to completion of the final Contract Documents, so that any changes that may be necessary in accordance with Project's budgetary schedule can be made prior to bid.

A.4.2. Upon OWNER's approval of detailed opinions of probable total Project and construction costs, provide to OWNER, for its review and approval, five (5) copies of final Contract Documents.

A.5. CONSTRUCTION BID SERVICES.

A.5.1. CONSULTANT shall assist in securing bids and:

- (a) provide interpretation and clarification of Contract Documents during bidding;
- (b) coordinate bid process with City of Naples Purchasing Department including advertisements, publications, Contract Document sales and receipt of bids;
- (c) distribute Contract Documents during bidding phase to prospective bidders;
- (d) maintain record of prospective bidders to whom bidding documents have been distributed;
- (e) organize and conduct pre-bid meeting with prospective bidders;
- (f) attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services;
- (g) assist OWNER in evaluating bidder's previous experience, if necessary;
- (h) prepare and issue addenda as appropriate to interpret or clarify Contract Documents;
- (i) provide OWNER with a recommendation as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the Contract Documents;
- (j) provide OWNER with recommendation concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the Contract Documents; and,
- (k) make a recommendation of contract award.

A.6. CONSTRUCTION CONTRACT ADMINISTRATION.

A.6.1. Consult with the OWNER and contractors as reasonably required and necessary with regard to construction of the Project, including but not limited to pre-construction conference and monthly coordination meeting with OWNER and contractor.

A.6.2. Review materials and workmanship of the Project and report to OWNER any deviations from the Contract Documents which may come to the CONSULTANT's attention; determine the acceptability of work and materials and make recommendation to OWNER to reject items not

meeting the requirements of the Contract Documents.

A.6.3. Recommend to the OWNER in writing that the work, or designated portions thereof, be stopped if, in CONSULTANT's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.

A.6.4. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the CONSULTANT.

A.6.5. Issue interpretations and clarifications of Contract Documents during construction, and evaluate requests for substitutions or deviations therefrom. Notify OWNER of any such requested deviations or substitutions and when reasonably necessary provide OWNER with a recommendation concerning same. Prepare work change orders as directed by OWNER.

A.6.6. Submit to OWNER, in a format acceptable to OWNER, **WEEKLY** progress and status reports, including but not limited to manpower, amount of work performed and by whom, equipment, problems encountered, method to correct problems, errors, omissions, deviations from Contract Documents, and weather conditions.

A.6.7. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of laboratory tests and inspections, and other data which contractors are required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents.

A.6.8. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as CONSULTANT's observations at the site and evaluations of the data reflected in contractor's application for payment, CONSULTANT shall render a recommendation to OWNER concerning the amount owed to the contractor(s) and shall forward the contractor's application for such amount to OWNER. Such approval of the application for payment shall constitute a representation by CONSULTANT to OWNER, based on observations and evaluations, that:

- (a) the work has progressed to the point indicated;
- (b) the work is in substantial accordance with the Contract Documents; and
- (c) the contractor(s) is (are) entitled to payment in the recommended amount.

A.6.9. Receive and review all items to be delivered by the contractor(s) pursuant to the Contract Documents, including but not limited to all maintenance and operating instructions, schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. CONSULTANT shall transmit all such deliverables to OWNER with CONSULTANT's written comments and recommendations concerning their completeness under the Contract Documents.

A.6.10. Negotiate with the contractor(s), the scope and cost of any necessary contract change orders, using as a basis for such negotiations data or other information emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. Prepare, recommend and submit for OWNER'S approval such change orders.

A.6.11. Upon receiving notice from the contractor advising CONSULTANT that the Project is substantially complete, CONSULTANT, shall schedule and, in conjunction with OWNER, conduct a comprehensive inspection of the Project, develop a list of items needing completion or correction, forward said list to the contractor and provide written recommendations to OWNER concerning the acceptability of work done and the use of the Project. For the purposes of this provision, substantial completion shall be deemed to be the stage in construction of the Project where the Project can be utilized for the purposes for which it was intended, and where minor items need not be fully completed, but all items that affect the operational integrity and function of the Project are capable of continuous use.

A.6.12. Perform final inspection in conjunction with OWNER, and assist OWNER in closing out construction contract, including but not limited to, providing recommendations concerning acceptance of Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, and final payment application.

A.6.13. Prepare and submit to OWNER upon completion of construction of the Project, five (5) sets of record drawings and one (1) set of reproducible record drawing mylars of the work constructed, including those changes made during the construction process, using information supplied by the contractors and other data which can reasonably be verified by CONSULTANT's personnel.

A.6.14. Prepare and submit to OWNER upon completion of construction of Project a final report of variations from the construction Contract

Documents, including reasons for the variations.

A.7. DETAILED OBSERVATION OF CONSTRUCTION.

A.7.1. Construction work shall be done under the full-time observation of at least one representative of CONSULTANT; or by such additional representatives of the CONSULTANT as may be necessary for observing the construction of the Project, as may be authorized and approved by the OWNER.

A.7.2. During detailed observation of construction CONSULTANT shall act to protect OWNER's interests in Project and:

- (a) take 3 x 5 color 35 mm photographs of important aspects of the Project, including by way of example and not limitation, all [Insert sample picture which are important construction aspects] for future reference, process and submit same together with corresponding negatives on a continuous basis to OWNER; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings;
- (b) maintain appropriate field notes from which record drawings can be generated;
- (c) maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project; and
- (d) observe operation or performance testing and report findings to OWNER and contractor.

END OF EXHIBIT A

EXHIBIT B
BASIS OF COMPENSATION

B.1.1. As consideration for providing Basic Services as set forth herein in Exhibit A, OWNER agrees to pay, and CONSULTANT agrees to accept, the lump sum fees as shown on Attachment A entitled "Schedule Fees for Basic Services".

B.1.2. Payment For Basic Services under Exhibit A shall be paid on a lump sum basis in accordance with set milestones as follows:

- (a) the A.2 milestone shall be the submittal to OWNER of the Design Report and CONSULTANT'S initial professional opinions of probable total Project and construction costs.
- (b) the A.3 milestone shall be the submittal to OWNER of the preliminary Contract Documents and CONSULTANT'S preliminary opinions of probable total Project and construction costs.
- (c) the A.4 milestone shall be the submittal to the OWNER of the final Contract Documents after OWNER'S approval of detailed opinions of probable total Project and construction costs.
- (d) the A.5 milestone shall be the award of bids by OWNER.
- (e) the A.6 milestone shall be the close-out of construction contract, final inspection and submittal of record drawings and final report of variations from the construction Contract Documents.

[Paragraphs B.1.3. is optional and may be used to accommodate the CONSULTANT'S cash flow needs.]

B.1.3. Payment for Basic Services under Parts A.3, A.4 and A.6 of Exhibit A shall be paid on a lump sum fee basis in equal monthly installments as follows:

- (a) payment for Basic Services under Part A.3 shall be paid monthly based upon the preliminary design time plus one month, the last payment to be twice the others (i.e. a 6-month design time will yield 6 monthly payments; the first 5 of which will be equal to one-seventh (1/7) the fee shown on Attachment A for Part A.3. Preliminary Design). However, payments shall commence no sooner than thirty (30) days after submittal of the Design Report and shall occur no more often than monthly, except last payment due for the services provided under Part A.3 (i.e. twice the previous monthly payments) shall not be made until submittal to OWNER of the preliminary Contract Documents under Part A.3.
- (b) payment for Basic Services under Part A.4 shall be paid monthly based upon the final design time plus one month, the last payment to be twice the others (i.e. a 6-month design time will yield 6 monthly payments; the first 5 of which will be equal to one-seventh (1/7) the fee shown on Attachment A for Part A.4. Final Design). However, payments shall commence no sooner than thirty (30) days after approval and acceptance by OWNER of the Preliminary Contract Documents and shall occur no more often than monthly, except last payment due for the services provided under Part A.4. (i.e. twice the previous monthly payments) shall not be made until approval and acceptance by OWNER of the preliminary Contract Documents under Part A.4.
- (c) payment for Basic Services under Part A.6 shall be paid on a monthly basis based upon the construction time plus three months, the last payment to be twice the others (i.e. a 7-month construction schedule will yield 10 monthly payments; the first 9 of which will be equal to one-eleventh (1/11) the fee shown on Attachment A for Part A.6 Construction Contract Administration). However, payment shall commence no sooner than thirty (30) days after the Notice to Proceed to the contractor and shall occur no more often than monthly, except the last payment due for the services provided under Part A.6 (i.e. twice the previous monthly payments) shall not be made until the close-out of construction contract, final inspection and submittal of record drawings and final report of variations from the construction Contract Documents under Part A.6. Services in excess of the fee shown on Attachment A for Part A.6 Construction Contract Administration not due to delay caused by CONSULTANT shall be considered Additional Services.

B.2.1. As consideration for providing Basic Services under Part A.7 entitled "Detailed Observation of Construction" and for properly approved Additional Services set forth in Article Two of this Agreement as estimated on Attachment C entitled "Consultant's Estimate of Additional Services", OWNER agrees to pay and CONSULTANT agrees to accept payment on a time and reimbursable cost basis. Payments for Part A.7 services and properly approved Additional Services shall be made monthly on a time and reimbursable cost basis computed in accordance with either Attachment B entitled "Consultant's Employee Hourly Rate Schedule" for employees working under this Agreement or Attachment C entitled "Consultant's Estimate of Additional Services". Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays, shall be increased by a factor

of 1.5 applied to Attachment B provided such overtime work is approved by OWNER in advance whenever possible and not due to CONSULTANT'S own fault or neglect.

B.2.2. Reimbursable costs shall mean the actual expenditures made by the CONSULTANT while providing Basic Services under Part A.7 or Additional Services, in the interest of the Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by CONSULTANT and directed by OWNER, other than visits to the Project Site or OWNER's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Parts A.2, A.3, A.4, A.5 and A.6 of Basic Services;
- (c) when authorized in advance by OWNER, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by OWNER.

B.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph B.2.2, such as:

- (a) expenses for transportation and subsistence;
- (b) overhead, including field office facilities;
- (c) overtime not authorized by OWNER; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

B.3.1. In no case shall the lump sum figures on Attachment A be exceeded without a change in the scope of the project being approved by the City Council for the City of Naples.

B.3.2. Detailed Construction Observation work performed under Part A.7. and Additional Services, shall be paid as substantiated to the limits shown in Attachment C, but not to exceed the sum of those figures without execution of an appropriate Agreement amendment.

B.3.3. Payments will be made for services rendered, no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the purchase order by which authority the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by OWNER.

B.3.4. CONSULTANT acknowledges that Attachment A - Schedule of Fees for Basic Services, Attachment B - Consultant's Employee Hourly Rate Schedule, and Attachment C - Consultant's Estimate of Additional Services, each attached to this Exhibit B are incorporated herein and, will be the basis for OWNER's budgeting, authorizing and monitoring of expenditures under this Agreement.

B.3.5. As compensation for coordinating subconsultant activities for OWNER, CONSULTANT shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered under Part A.7 and Additional Services. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Parts A.2, A.3, A.4, A.5 and A.6 of Exhibit A.

END OF EXHIBIT B.

EXHIBIT B - ATTACHMENT A
SCHEDULE OF FEES FOR BASIC SERVICES

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Gordon River Greenway Connector - Phase 1
County: Collier / City of Naples
FAP No.: n/a

Consult. Name: American Consulting Engineers of FL, LLC
Date: 8/17/06
Estimator: Jeff Novosy/Ryan Formell

Staff Classification	Total Staff Hours	Project Manager	Senior Engineer	Engineer	Engineering Intern	Senior Planner	Planner	Environmental Specialist	Designer	Design Technician	Admin	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Hour
Public Involvement	379	114	0	0	0	114	0	0	114	0	18	0	0	380	\$54,644	\$143.90
Engineering Analysis & Report	468	61	82	0	82	82	0	0	102	0	0	0	0	409	\$54,077	\$122.27
Environmental Analysis & Reports	93	9	0	0	0	47	0	23	0	14	0	0	0	93	\$12,861	\$138.29
Miscellaneous	112	67	0	0	0	0	0	0	23	0	22	0	0	112	\$17,304	\$154.96
Total Staff Hours	992	251	82	0	82	243	0	23	239	14	60	0	0	994	\$139,406.00	\$140.25

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey Field Days by Subconsultant

SALARY RELATED COSTS: \$139,406.00
EXPENSES: \$6,970.30
Survey (Field - H by Prime): 0.00
4-man crew day: \$ - / day
SUBTOTAL ESTIMATED FEE: \$146,376.30
Subconsultant: Turrell
Subconsultant: ABB
SUBTOTAL ESTIMATED FEE: \$152,041.30
Optional Services: \$0.00
GRAND TOTAL ESTIMATED FEE (LUMP SUM): \$152,041.30



American

American Consulting Engineers of Florida, LLC

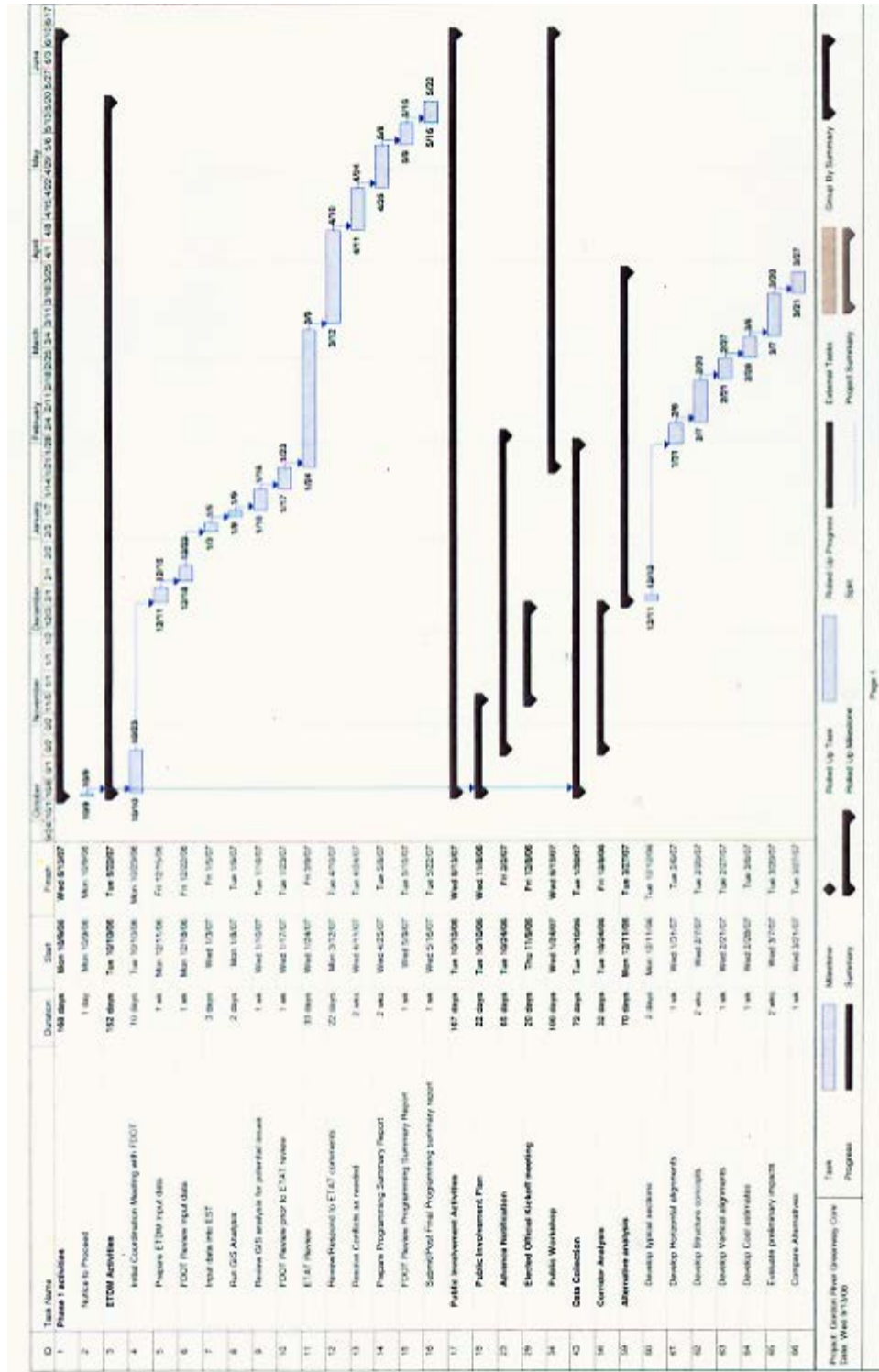
4111 Land O' Lakes Boulevard, Suite 210
Land O' Lakes, Florida 34639
Tel 813.996.2800 • Fax 813.996.1908
american@ace-fla.com • www.ace-fla.com

Consultant's Employee Hourly Rate Schedule

Project Manager	\$217.00
Senior Engineer	\$149.00
Engineer	\$118.00
Engineering Intern	\$92.00
Engineering Technician	\$97.00
Senior Planner	\$164.00
Planner	\$71.00
Landscape Architect	\$113.00
Senior Designer	\$114.00
Designer	\$75.00
Design Technician	\$61.00
Environmental Specialist	\$102.00
Graphics Designer	\$79.00
Professional Surveyor	\$155.00
Senior Inspector	\$109.00
Inspector	\$71.00
Administration	\$70.00
Student Intern	\$36.00

EXHIBIT B - ATTACHMENT C
CONSULTANT'S ESTIMATE OF ADDITIONAL SERVICES
(INCLUDING DETAILED OBSERVATION OF CONSTRUCTION)

EXHIBIT C
PROJECT SCHEDULE



REVISED 7/18/02

EXHIBIT D
INSURANCE COVERAGE

(1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverages shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the Project by the Owner or as specified in this Agreement, whichever is longer.

(4) Certificates of insurance (3 copies) acceptable to the Owner shall be filed with the Owner within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

(5) All insurance coverages of the Contractor/Consultant/Professional shall be primary to any insurance or self insurance program carried by the Owner applicable to this Project.

(6) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(7) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by the Owner.

(8) Should at any time the Contractor/Consultant/Professional not maintain the insurance coverages required herein, the Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

(9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Consultant shall furnish to the City of Naples, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the City of Naples with such renewal certificate(s) shall be considered justification for the City of Naples to terminate the Agreement.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Required by this Agreement? (check one) Yes No

(1) Workers' Compensation and Employers' Liability Insurance shall be maintained by the Contractor/Consultant/Professional during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

- a. Worker's Compensation - Florida Statutory Requirements
- b. Employers' Liability (check one)

\$100,000 Each Accident
\$500,000 Disease Aggregate
\$100,000 Disease Each Employee

\$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

(2) The insurance company shall waive its Rights of Subrogation against the Owner and the policy shall be so endorsed.

(3) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. (check one)

Applicable Not Applicable

(4) Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. (check one)

Applicable Not Applicable

COMMERCIAL GENERAL LIABILITY

Required by this Agreement? (check one) Yes No

(1) Commercial General Liability Insurance shall be maintained by the Contractor/Consultant/Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the Owner of the work under this Agreement. Limits of Liability shall not be less than the following: (check one)

<input type="checkbox"/> General Aggregate	\$300,000
Products/Completed Operations Aggregate	\$300,000
Personal and Advertising Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage	\$ 50,000

<input type="checkbox"/> General Aggregate	\$500,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage	\$ 50,000

<input checked="" type="checkbox"/> General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you."

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) The Owner shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.

(5) Coverage shall be included for explosion, collapse or underground property damage claims.

(6) Watercraft Liability coverage shall be carried at the limits shown above if applicable to the completion of the work under this Agreement. (check one)

Applicable Not Applicable

(7) Aircraft Liability coverage shall be carried at limits of \$2,000,000 each occurrence if applicable to the completion of the work under this Agreement. (check one)

Applicable Not Applicable

PROPERTY INSURANCE - BUILDERS RISK

(1) Property Insurance - Builders Risk coverage shall be carried by the Owner if applicable. (check one)

Applicable Not Applicable

(2) The Owner shall purchase and maintain in a company or companies lawfully authorized to do business in the State of Florida, in the City of Naples, and in Collier County, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors and Material Suppliers in the Work.

(3) Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, wind and hail, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and, at the Owner's

option, shall cover reasonable compensation for Professional's services and expenses required as a result of such insured loss. At the Owner's option, flood insurance will also be purchased.

(4) The property insurance provided by the Owner requires minimum deductibles and the Contractor shall pay costs not covered by the deductibles. The responsibility of the Contractor for any deductible associated with the all-risk policy described above shall be limited to a maximum of \$1,000 for each occurrence unless higher deductibles are identified in Exhibit C of the Contract Documents. The responsibility of the Contractor for any deductible associated with the flood insurance identified herein, if purchased by the Owner, shall be limited to a maximum of \$1,000 for each occurrence unless higher deductibles are identified in Exhibit C of the Contract Documents.

(5) This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

(6) Boiler and Machinery Insurance. The Owner shall have the option of purchasing and maintaining boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. If purchased this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work.

(7) Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Professional, Professional's consultants, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide waivers of subrogation by endorsement or otherwise.

(8) A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear.

(9) If Builders Risk coverage is applicable the Contractor shall be responsible for the following maximum deductibles per occurrence per paragraph (3) above. (check one)

All Risk Policy - \$1,000 maximum deductible

All Risk Policy - Maximum deductible of \$_____

Flood Policy - \$1,000 maximum deductible

Flood Policy - Maximum deductible of \$_____

AUTOMOBILE LIABILITY INSURANCE

Required by this Agreement? (check one) Yes No

(1) Automobile Liability Insurance shall be maintained by the Contractor/Consultant/Professional for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than: (check one)

Bodily Injury & Property Damage - \$ 500,000

Bodily Injury & Property Damage - \$1,000,000

(2) The Owner shall be named as an Additional Insured under the policy.

UMBRELLA LIABILITY

(1) Umbrella Liability may be maintained as part of the liability insurance of the Contractor/Consultant/Professional and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

PROFESSIONAL LIABILITY INSURANCE

Required by this Agreement? (check one) Yes No

(1) Professional Liability Insurance shall be maintained by the Consultant to insure its legal liability for claims arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than: (CHECK ONE)

\$ 500,000 each claim and in the aggregate

\$1,000,000 each claim and in the aggregate

\$2,000,000 each claim and in the aggregate

\$_____ each claim and in the aggregate

(2) Any deductible applicable to any claim shall be the sole responsibility of the Consultant and shall not be greater than \$50,000 each claim.

(3) The Consultant shall continue this coverage for this Project for a period of not less than five (5) years following completion and acceptance of the Project by the Owner.

END OF EXHIBIT D.

EXHIBIT E

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, **American Consulting Engineers of FL., LLC ,Engineering Firm, Land O'Lakes, Florida** hereby certifies that wages, rates and other factual unit costs supporting the compensation for the **engineering and environmental study services** of the CONSULTANT to be provided under the Professional Services Agreement, concerning **Engineering and Environmental Study of the Gordon River Greenway Crossing**, are accurate, complete and current as of the time of contracting.

American Consulting Engineers of FL., LLC

By:
Printed Name:
Title: