

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. RFQ 10-09

Contract No. _____

Project Name Professional Engineering Services for Port Royal Dredging Design

THIS AGREEMENT (the "Agreement") is made and entered into this 18th day of January, 2012, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Erickson Consulting Engineers, Inc., a Florida corporation located at 7201 Delainey Court; Sarasota, Florida 34240.**

WITNESSETH:

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

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

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **professional engineering services to design the Port Royal Dredging project**, and may be more fully described in the Scope of Services attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

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

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all

aspects of the services to be provided and performed under this Agreement.

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

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

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

(a) The scope of services to be provided and performed by the CONTRACTOR;

(b) The time the CONTRACTOR is obligated to commence and complete all such services; or

- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

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

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

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

- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **July 12, 2013**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$355,270.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

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

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

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

**City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager**

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class

mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Erickson Consulting Engineers, Inc.

7201 Delainey Court

Sarasota, Florida 34240

Attention: Christin Perkison

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

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

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

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN APPLICABLE LAW

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR: Erickson Consulting Engineers, Inc.
A Florida Corporation

By: _____
Its _____

Witness

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below, attached and made part of this Exhibit A.

**PORT ROYAL DREDGE PROJECT - SCOPE OF SERVICES
PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF NAPLES AND ERICKSON CONSULTING
ENGINEERS, INC.**

PROJECT DESCRIPTION

At the request of the Port Royal Association, the City of Naples (CITY) is coordinating the dredging of select areas in the Port Royal canal system. The City has contracted with Erickson Consulting Engineers, Inc. (ECE / ENGINEER) under their Coastal and Marine Engineering Prequalification List (City Council Resolution #11-12837) to provide professional services pertaining to this project.

The scope of services described herein provides for the following work items required to gather data, plan, design, engineer, and permit dredging of designated areas within the Port Royal Subdivision canal system (PROJECT).

PHASE I – Surveying, Design, Engineering and Permitting Services

- Task 1: Contract Management
- Task 2: Meetings, Project Coordination and Management
- Task 3: Field Investigations and Preliminary Design
- Task 4: Project Design and Engineering
- Task 5: Acquisition of Project Dredging Permits
- Task 6: Bidding Services

SCOPE OF SERVICES

PHASE I – Surveying, Design, Engineering and Permitting Services

Task 1: Contract Management

ENGINEER will provide contract management of all technical, environmental and administrative tasks necessary to fund, plan, design, engineer, permit and construct the PROJECT. To ensure timely and cost-effective completion of this contract, the ENGINEER will maintain rigid cost and scheduling controls on all work performed in association with the contract and will adhere to the PROJECT timeline. The ENGINEER will coordinate sub-consultant contracts as required to establish deliverables, schedule and

invoicing procedures to meet the CITY's requirements for payment.

ENGINEER will update the PROJECT schedule (Attachment A) and budget (Attachment B) monthly to indicate progress and work accomplished. Coordination will be maintained with the CITY, governmental regulatory agencies, funding agencies, ENGINEER's sub-consultants and technical staff within the ENGINEER's office. The ENGINEER's Project Manager will monitor and control costs, deliverables, schedules and provide quality control of all work products.

Task 2: Meetings, Project Coordination and Management

The ENGINEER will prepare for and attend twelve (12) meetings in addition to other meetings identified herein. Six (6) of these meetings will be held in person at the City Engineer's office while the remaining six (6) meetings will be held by conference call. The meetings will be held to coordinate the PROJECT, meet with CITY staff and other stakeholder representatives, as deemed necessary or appropriate by CITY staff. The ENGINEER's Project Manager or senior staff member will attend each meeting, as deemed appropriate.

2A – Project Kick-Off Meeting. Upon entering into a contractual agreement with the CITY, the ENGINEER shall prepare for and attend the PROJECT kick-off meeting with CITY staff. The purpose of the meeting is to review the project scope, schedule and gain an overall understanding of the project's goals and objectives. The meeting will set the stage for the maintenance of a high level of coordination and communication amongst the parties from the outset. ECE will prepare and distribute minutes to the project participants following the meeting.

2B – Monthly Meetings with City Staff. ENGINEER shall prepare monthly PROJECT status reports and attend monthly meetings with the CITY. These meeting shall focus on the PROJECT status, schedule, major issues to be addressed and next steps relating to the execution of the PROJECT.

2C – Quarterly Progress Reports to City Staff. Quarterly progress reports that outline PROJECT expenses to date and review the budget and schedule shall be prepared and presented to CITY staff.

Task 3: Field Investigations and Preliminary Design

The existing condition of the PROJECT area and potential habitat island locations will determine the baseline conditions to design and permit the PROJECT at the state and federal levels. ENGINEER will conduct field investigations necessary to perform the required planning, design and permitting of the PROJECT. Using the information provided by the field investigations, ENGINEER will develop conceptual design features for the PROJECT. ENGINEER will utilize existing data to the maximum extent possible, as determined under Task 3A. Where supplemental data is required, this data will be obtained using ENGINEER's team of consultants or local, licensed subcontractors, whichever is more cost-effective (surveying, geotechnical engineering and testing, etc).

It is expected that the CITY's 2011 georeferenced aerials are sufficient for regulatory agency submittals and, as such, supplemental aerial photography is not included herein.

Field investigations associated with this PROJECT include:

- topographic and hydrographic survey,
- jet probes and core boring investigations,
- sediment sampling and analysis,
- water clarity,
- assessment of natural resources, and
- any other pertinent data.

These data will be analyzed to set the foundation for the final design and permitting of the PROJECT.

3A – Compilation and Review of Existing Data (physical, biological, geotechnical, survey, permits, etc.).

ENGINEER will collect and compile all available baseline information and data needed to design the project and prepare the permit applications. ENGINEER will conduct a review of existing data, reports and documentation to assess the amount of existing information available. Considerable effort will be put forth to assess existing data (including previous permits) from federal, state and local agencies.

Documentation regarding previous dredging activity will be reviewed to assist in permitting the PROJECT. Information such as aerial photographs, still photographs, dredge records, permits, habitat island development, development plans, and construction drawings will be reviewed.

The CITY's existing upland survey data (in GIS) will also be reviewed prior to the development of the topographic survey portion of the Project Plan (Task 3C).

3B – Develop Project Plan and Conduct Meetings with State and Federal Permitting Agencies. The information obtained under Task 3A will be used to develop a conceptual design and field investigation plan. Project planning will be conducted that includes survey control research as well as reconnaissance and development of survey transect and subsurface coring coordinates. The plan will present a priority list used to focus the required site investigations. Efforts will be made to concentrate on issues affecting the PROJECT from a practical, permitting, budgetary, and construction standpoint.

Development of the PROJECT plan will include review and assessment of the reconnaissance level hydrographic survey of each of the six canal areas within the Port Royal Subdivision, as completed by Turrell, Hall & Associates, Inc. (THA) in June 2010. It is the understanding of the ENGINEER that this survey was performed for the purpose of identifying shallow areas for maintenance dredging. It is our further understanding that no specific record has been found identifying the original design depth of each canal or their entrances; however, THA has developed rational dredge depths of individual canals and entrances that are based on historical records as well as the navigational needs of the community. ENGINEER will utilize this information as well as jet probes and core borings to further refine final dredge depths and to justify the preferred dredge depths to regulatory agencies. Additionally, the PROJECT plan will identify benefits that would substantiate the development of habitat islands.

ENGINEER will coordinate with permitting agencies to determine the level of information required, initiate communication and assess the feasibility of permitting the PROJECT. Prior to approaching the regulatory agencies, the ENGINEER will meet with CITY staff to develop a plan that clearly outlines the CITY's intentions. ENGINEER will prepare preliminary maps and exhibits clearly identifying the project area, the canal locations to be dredged, areas of habitat island creation and areas of environmental sensitivity. A brief project overview, as previously developed with CITY staff will be presented to the regulatory agents and shall include all pertinent information obtained under Task 3A. Agency coordination and meetings, as identified under this task, are significant in determining feasibility of the PROJECT, molding the site investigations and PROJECT design, as well as to address specific areas of agency concern. These meetings will reduce the comments during the Request for Additional

Information (RAI) process and are a necessary activity in association with a fast track permitting process.

This task will include a total of two (2) meetings (one with each agency) with the Florida Department of Environmental Protection (FDEP) and the United States Army Corps of Engineers (USACE).

Following discussions with the agencies, the ENGINEER will prepare a PROJECT status memorandum to the CITY. The memorandum will outline all findings of meetings and coordination with regulatory agencies and will present to the CITY a recommendation on the likelihood of obtaining permits and completing the PROJECT.

A detailed description of the field investigation and preliminary design tasks follows.

3C – Conduct Topographic and Hydrographic Surveys of Canals and Habitat Island Sites. A reconnaissance level hydrographic survey of the PROJECT area was completed by THA in June of 2010. Based on review of the existing survey, an updated, detailed hydrographic survey will be performed within the PROJECT area.

The purpose of the survey will be to delineate the existing bottom, locate the shoreline and map all pertinent upland features. Existing, high order, published benchmarks will be utilized. The horizontal datum (coordinates) will be referenced to the Florida State Plane Coordinate System. The vertical datum (elevations) will be referenced to the North American Vertical Datum (NAVD) and will be based on published horizontal and vertical control points. Cross-sections will be created indicating measured water depths, tide information, existing grade and rock levels encountered.

Standard survey quality depth sounding equipment will be used to recover water depth data where possible for the PROJECT area. State-of-the-art differential GPS and a high frequency single beam digital fathometer linked to Hypack data collection software will be utilized. Cross sections will be taken at 100 foot intervals perpendicular to the canals and entrances to be dredged with data collected at 10 foot intervals along each section. The survey area will extend a minimum of 200 ft beyond the boundaries of the anticipated dredge areas as delineated by THA 2010. In addition, a centerline profile of each canal/entrance will be performed within the anticipated dredge areas.

Coupled with the bathymetric survey, the edge of bulkhead (position and elevation) will be surveyed along the canals with elevation shots every 50 ft or at changes of grade more than 3 inches in elevation as well as the edge of docks and boat houses (not individual pilings) immediately adjacent to the anticipated dredge areas. Upland topography as well as locations and elevations of shoreline features will be collected using Real-Time Kinematic GPS or electronic total station.

3D – Perform Jet Probes, Sediment Sampling and Water Clarity Sampling. ENGINEER will perform jet probe investigation to determine rock strata locations within the PROJECT dredge areas. Jet probe spacing will be identified in the PROJECT plan, as prepare in Task 3B, with an estimated at 15-18 probes within the canals. At each probe location, sediment samples will be collected using a petite ponar. The sediment samples will be visually assessed for sediment composition, grain size and color. Approximately 10 representative samples will be sent for laboratory testing (i.e. sieve analysis).

Water turbidity (clarity) levels will be measured using a turbidimeter prior to performing jet probes at approximately 8-10 locations within the canal system and at the habitat island site(s). Water quality readings (measured in Nephelometric Turbidity Units, NTUs) will be logged in the field data book at locations identified in the PROJECT plan, as prepare in Task 3B. The turbidity readings will be used to assess the baseline water quality within the PROJECT area as well as determine if a mixing zone is recommended for dredging and/or habitat island creation if construction is expected to increase turbidity in excess of allowable levels. This scope assumes that a turbidity mixing zone will not be required as part of this project.

3E – Preliminary Habitat Characterization. ENGINEER will develop a preliminary resource map of submerged aquatic vegetation, oyster beds, mangrove habitat and un-vegetated habitat (sand, mud) within the PROJECT area.

Existing seagrass maps prepared by state and local agencies (SFWMD, Collier County, etc.), if any, will be used as well as other color aerials and other maps to prepare a base map for field signature verification. Preliminary field habitat characterization will be conducted in conjunction with the field work identified in Task 3D to characterize species composition and cover within previously mapped seagrass beds, especially those within or adjacent to the PROJECT area. The information collected under this Task will be used to develop the final environmental resource survey plan (Task 3I).

3F – Analysis of Preliminary Field Data, Prepare Field Investigation Report, and Refine Project Design Basis. ENGINEER will analyze all preliminary field data, surveys and existing information as obtain in Tasks 3A through 3E to develop the Field Investigation Report. This report will outline the base line conditions of the PROJECT area and used to identify key design, permitting and constructability restraints as well as evaluate and refine the PROJECT design basis.

3G – Prepare Conceptual (30% Level) Design Documents. ENGINEER will develop the conceptual design components of the PROJECT including site plan and profiles, typical section views and natural resource characterization plans.

ENGINEER will develop and recommend to the CITY the primary PROJECT objectives and design goals for review and comment. An evaluation of alternate dredge depths and dredge techniques will be considered and a final recommended design for submission of permit applications to the state and federal agencies will be provided to the CITY. Following discussions with the CITY, the design documents will be refined to produce 60% design level drawings as described in Task 4E.

3H – Conduct Core Boring Investigation and Sediment Testing. ENGINEER will conduct a geotechnical investigation of the areas where dredging is to occur. These borings will be at a sufficient spacing to define the material characteristics at varying depths and locations suitable to develop PROJECT plans and design features for the permit applications to the state and federal agencies. A sediment and core boring analysis will be completed and performed in accordance with the *Documentation of Previous Dredge Depth for Exemptions DEP SWD Temporary Guidance, October 2003*.

An estimated 6-8 core borings will be taken within the canal system to a depth of approximately 2 ft below the proposed maximum dredge depth. These borings will verify historic depths and identify the characteristics of the local channel bottom. The location of cores will be optimized based on water depth, anticipated core lengths necessary for logging, sampling and archival, as well as apparent material composition based on the findings of the jet probe and sediment sample investigation (Task D). Should the acquisition of cores become difficult based on depth of penetration, sediment recovery, etc., modifications to these locations will be made in the field. Efforts will be made to keep the spacing a close a possible to the original boring layout plan, as identified in Task 3B.

It is assumed that cores will be collected during two (2) field days and that four to five (4-5) cores will be

performed per day. The coring effort entails positioning a vessel over a previously-determined coordinate. Once in position, the coring system utilizes an impact hammer mounted on the top of a core barrel constructed of aluminum pipe and fitted with an internal plastic liner to contain the sediment core sample. The coring system is deployed into the bottom and is retrieved. GPS positioning of the core sample is recorded along with record of the barrel penetration into the bottom. The procedure is then repeated following removal of the plastic liner from the barrel and visual inspection of the material contained within the liner.

Sediment sampling of the cores will be completed. It is assumed that two (2) sediment samples will be taken per core for sediment characterization analysis. Regulatory procedures for sample testing will be followed, as identified below.

- Sediment samples will be split, visually inspected, and logged in detail in accordance with FDEP & USACE standards. Results of the logging will be reported on USACE Engineering Form 1836. Textural classification during logging will be prepared in accordance with the Unified Soils Classification System, described in ASTM Standard D2487. Color photographs of the samples will be taken to record visual characteristics and identification of sediment stratification. Samples will be analyzed for grain size, percent mud and gravel.
- Grain size analysis will adhere to ASTM Standard D-421 and D-422 for dry preparation for particle size analysis and mechanical particle size analysis of the soils, respectively. Analyses will be conducted by mechanical sieving utilizing a set of nested screens dividing sediments at phi intervals from -4 to +3.75 phi, with the +3.75 phi (#200 mesh screen). Laboratory quality assurance procedures dictate that a replicate of approximately 5% of all samples taken for grain size analyses be conducted.
- Grain size distribution of samples processed in accordance with the above procedures will be analyzed using the method of moments and graphic methods as described by Folk (1974). Tabular summaries of each sample will be generated and will report sieve size, phi size, mesh opening size in millimeters, weight of sediment retained in grams, cumulative percent retained, and cumulative percent passing. Sample statistics (e.g., mean, standard deviation, skewness and kurtosis) may also be displayed in the summary tables. A frequency plot of grain size distribution will be provided for each sample in accordance with USACE Form 2087.

A Letter Report will be prepared which brings together all elements of core boring investigation and

presents the findings. The core boring letter report will be submitted as an appendix to the permit application(s). The results will be evaluated to identify historic depths and the presence of a previous channel. As part of this task, a certified Professional Engineer (P.E.) and Geologist (P.G.) will review the data and provide professional opinion as to the previous canal depth configuration. The core borings will be provided between the 60-90% design level.

3I – Chemical Sediment Analysis

Of the sediment samples collected in Task 3H, six samples will be held for potential assessment for chemical composition if required by the regulatory agencies to permit the project. Analytical analyses would be performed by the City's laboratory at the City's cost and according to EPA methodology. Samples that were collected by the ENGINEER from the project area and preserved for future testing will be sent to the City's laboratory for analysis of total pollutant metals and the synthetic precipitation leaching procedure (SPLP) and Elutriate testing. The synthetic precipitation leaching procedure and elutriate analysis shall be conducted following EPA Method 1312. In addition, the samples shall be tested for the following priority pollutant metals including arsenic, cadmium, chromium, lead, silver, barium, selenium, mercury, aluminum, copper, nickel, zinc, and the semi-volatile organic compounds listed in EPA Method 8270D. The City would ensure that testing, if necessary, will be performed by a Florida DEP certified environmental laboratory.

Task 3J - Environmental Surveys and Sampling (required during summer months). ENGINEER will research information regarding existing aquatic flora or fauna locations and characterizations within the PROJECT area and will conduct a habitat survey. The habitat survey will include but is not limited to locating and characterizing oyster beds, seagrasses, potential manatee impacts, mangroves and wetlands. The scope of services provided herein assumes that water quality testing and sampling will not be required for permit processing and is therefore not included. The habitat survey will include identification of threatened and endangered species. Careful attention will be given to the Bay as well as the mouths of the entrance canals to each community as well as the potential habitat island locations.

1. Seagrass Survey - A seagrass survey will be conducted within the PROJECT area. The timing for this survey will be determined by DEP requirements. The boundaries of all seagrass beds greater than 2 m² will be mapped using handheld GPS. Seagrass beds smaller than 2 m² will be mapped as point features. Seagrass cover and species composition will be recorded within 1 m²

quadrants sampled within each mapped bed. Acreage of potential impacts to seagrasses will be quantified by overlaying the dredging template with the mapped seagrass beds.

2. Oyster Bed Survey - A survey for oyster beds will be conducted within the PROJECT area concurrently with the seagrass survey. The boundaries of all oyster beds greater than 2 m² will be mapped using handheld GPS. Oyster beds smaller than 2 m² will be mapped as point features. Acreage of potential impacts to oyster beds will be quantified by overlaying the dredging template with the mapped oyster beds.
3. Mangrove - As lateral trimming may occur as a result of the project, the waterward extent of all red, black, and white mangroves will be measured if they occur within the dredge footprint. The waterward extent and the species will be depicted on the plan view drawings. All trimming activities will be in accordance with 403.9321, Florida Statutes (F.S.). Mangrove removal is not anticipated as a result of the proposed PROJECT activities.
4. Macro Invertebrate Sampling of Habitat Island Areas – Macro invertebrate sampling will be conducted at the proposed habitat island sites to document the existing species within the area to be covered. This scope includes the collection and testing of one control sample and one sample at each proposed habitat island site for a total of three samples.

Task 4: Project Design and Engineering

Following the field investigations, analysis and feedback from the regulatory agencies, the PROJECT design and engineering tasks will commence. The data acquired and compiled under Tasks 1 through 3 will be used to create the PROJECT's base maps and will be utilized throughout the design, permitting and construction phases to create design and working drawings. The compiled base maps in AutoCAD format will be distributed to the CITY and the PROJECT sub-consultant(s), as appropriate. Hydrographic survey data, core boring investigation, and sediment analysis results will be used to develop the dredge design. Plans will be prepared showing the survey data and presented as cross sections that indicate existing grade, cut depths and rock layers (if encountered).

4A – Prepare Canal Design (i.e., Dredge Template and Volumes). Volume calculations will be completed to determine the amount of sediment to be dredged. ENGINEER will examine approximately two (2) design templates per channel with one of these being the THA 2010 dredge template. A preferred depth will be presented that optimizes the design. Dredge material will be utilized for habitat island creation. The ENGINEER will utilize available data to assess the shoaling / infilling rates to estimate the

required maintenance dredging intervals. Numerical modeling of shoaling rates is not included in this scope.

4B – Design of Habitat Islands. ENGINEER will identify the locations of habitat islands to be created using dredged material. The location of habitat islands will consider areas to accommodate future maintenance events. The regulatory agencies will identify preferred habitat island creation locations. Attempts to secure agency support will be a high priority during this phase of the project. The design of the habitat islands will include an analysis of sediment stability, appropriate layout, elevation and side slopes of the islands, construction methods, habitat “value” creation, etc. Wave analysis and calculations of boat generated wakes within potential habitat island locations will be evaluated to determine necessary stabilization measures.

4C – Develop Sediment Management Plan. The purpose of the Sediment Management Plan is to evaluate subsurface sediment characteristics within the canals. The core borings collected will be composited to develop the representative sediment characteristics for design and assessment of suitability of the sand to be dredged from the canals and subsequently use to create the habitat islands. The depth to rock will be assessed and used to calculate excavation quantities within the canal. The jet probes, core borings and sediment test results will form the basis for the development of the Sediment Management Plan. The sediment characteristics and sediment management plan developed during this task will be assessed in Task 4B and 4D to determine appropriate construction methods, habitat island design and conveyance methods. The percent fines/organics will also be assessed and used to develop the turbidity control plan in Task 4D.

The plan will include an outline of the PROJECT sediment criteria and dredge volumes, the sediment specifications to be met, dredge and disposal location control, construction monitoring and sampling procedures during and post-construction, material testing procedures, and remediation actions, in consultation with FDEP. The Sediment Management Plan will be an appendix to the permit application.

4D – Develop Construction Methods and Sequencing Plan. The purpose of the Construction Methods and Sequencing Plan is to outline the details of construction (such as dredging and sand conveyance techniques), including materials, general construction procedures and equipment to be used as well as

the sequencing and timeline to complete the work. The Plan also includes details such as turbidity control during construction. The Construction Methods and Sequencing Plan is a vital component to successful permitting the PROJECT and will be an appendix to the permit application.

4E – Develop Mitigation Plan. This scope assumes a mitigation plan will not be required to permit the PROJECT. Should significant submerged resources (e.g. seagrass beds) be discovered within the canals (or preferred habitat island site), a mitigation plan may be required.

4F – Assessment of Project Impacts and Detailed Minimization Strategy. This task includes the identification and assessment of PROJECT impacts such as environmental (e.g. seagrass impacts), social (e.g. aesthetics of the habitat island), and economic impacts. ENGINEER will develop a minimization and avoidance strategy for adverse PROJECT-related impacts. The strategy will be used to facilitate the permitting process but may also be used by the CITY to address any potential concerns from area residents.

4G – Present Design Recommendations to City. ENGINEER will present to the CITY a letter report identifying the design recommendations, as developed in Tasks 4A and 4B. ENGINEER will meet with CITY to discuss the recommendations and identify the CITY's preferred design.

4H – Prepare Preliminary Schedule of Quantities and Project Costs. In conjunction with the development of the 60% design documents, PROJECT construction costs and schedule estimates will be completed. Schedule of Costs will be presented for mobilization/demobilization, dredge activity, disposal site acquisition, possible sediment removal, and construction administration. A PROJECT schedule will be prepared indicating all phases of construction including pre-dredge surveys, pre-dredge monitoring, mobilization/demobilization, construction/dredging, and monitoring.

4I – Prepare 60% Design Documents. Complete sets of design documents will be presented to the CITY for review. Upon approval from the CITY, the ENGINEER will prepare the 60% design documents and proceed with applying for dredging permits. As part of the 60% design documents, a report will be completed for review by CITY that assembles all work and information to date. This report will also include a proposed maintenance-dredging program as well as preliminary technical specifications for construction. Long-term budgets, maintenance intervals and future permit renewals will be presented.

Permit drawings (drawings) will provide sufficient details to describe the design feature of the recommended dredge template for each channel. Representative cross sections will be developed at a minimum spacing of 100 ft within dredge areas and 200 ft within the habitat island creation areas and will identify areas of potential concerns, such as existing areas of significant natural resources. Drawings shall provide sufficient detail to identify the PROJECT site location, the existing site geometry, typical plan and sections view of the PROJECT, haul routes and staging areas and habitat island creation areas. ENGINEER will identify all existing utilities, submerged land easements and related property ownership instruments in the expected areas of dredging and habitat island creation.

4J – Prepare 90% Design Documents. During the permitting Request for Additional Information Phase, the design documents will be refined as necessary with the 90% design drawings complete when the agency permit files are deemed complete. During this phase, the CITY will have the opportunity to review and comment on the documents prior to submittal to the respective regulatory agencies.

Task 5: Acquisition of Project Permits

All material and documentation required for the permits will be prepared and submitted to the regulatory agencies; Florida Department of Environmental Protection and U.S. Army Corps of Engineers (Joint Application for Environmental Resource Permit).

5A – Conduct Pre-Application Meeting with Permit Agencies. A pre-application meeting will be held with each regulatory agency to outline the findings of the investigations and review the design documents. These meeting will aid in the development of the permit drawings and permit applications for the PROJECT.

5B – Prepare and Submit FDEP and USACE Permit Applications and Drawings. ENGINEER will prepare permit drawings and permit applications to FDEP and USACE based on the approved 60% design documents, as completed in Task 4E. Detailed environmental documentation such as an Environmental Assessment (EA) or Environmental Impact Statement (EIS) are not anticipated for this PROJECT and are not included as part of this scope of services.

5C – Response to Comments from FDEP and USACE. Comments from the agencies will be incorporated into the design, if deemed appropriate. Following submittal of the application(s), the ENGINEER will

respond to first and second agency requests for additional information. Appropriate changes to the design documents will be made following review and approval by CITY staff. Upon acquisition of the construction permits, the ENGINEER will review the final intent and conditions. Based on the conditions presented, the ENGINEER will negotiate on behalf of the CITY, as necessary.

5D – Procure Submerged Lands Lease. Legal descriptions and drawings for the proposed lease area coincident with the final dredge template across sovereign submerged state lands will be prepared, as required to satisfy the requirements of the FDEP state lands lease application and acquire the submerged lands lease.

Task 6: Bidding Services

6A – Construction Document Preparation (100% Design). Following adoption of a preferred funding program to support dredging, construction documents will be prepared. Documents will include construction plans and bid items necessary for contractors. The ENGINEER shall prepare all technical specifications to support the bid process, oversee the submittals, and make a recommendation to the CITY.

Detailed drawings will be prepared at 1 inch = 100 feet and will serve as the basis for the contract drawings in the final package sent to prospective bidders. Drawings will include the waterway bathymetry and contour charts, cut sections, cross-sections, and the construction pipeline access corridor(s). Submittals will be provided to the Regulatory Agencies for review and comment. The ENGINEER shall revise any changes promptly and shall furnish the final drawings for approval prior to reproduction of copies suitable for distribution to prospective bidders.

Final cost estimates will be included as well as a bid form, which will include a detailed estimate of the quantities and work to be performed. Components of the Contract Documents that will be provided include the following:

- Technical Specifications
- Appendix Information (Permits, aerial photography, sediment documents, and any other relevant information).

6B – Bidding Assistance. The ENGINEER will coordinate the bid advertisement with the CITY to

determine an appropriate date for a Pre-Bid Conference. The ENGINEER will prepare for and attend the Conference, and answer prospective Contractor inquiries or transcribe Contractor inquiries for subsequent research and response to all Conference attendees as appropriate.

During the bidding period, the ENGINEER shall communicate frequently with CITY staff regarding receipt of prospective Contractor written inquiries seeking interpretation of the Contract Documents. Should the ENGINEER and the CITY receive such information within the stipulated time in advance of the advertised bid opening date, we will assist the CITY with preparation of bid addenda as appropriate by providing technical response to items. Such items include changes that may be warranted to the contract drawings, technical and supplemental general conditions or other construction-related issues as appropriate.

The ENGINEER will obtain copies of sealed bids from the CITY and shall review them for accuracy, completeness and contractor qualifications. The ENGINEER will evaluate and provide a written recommendation for award to the CITY based on a review of the submitted bids.

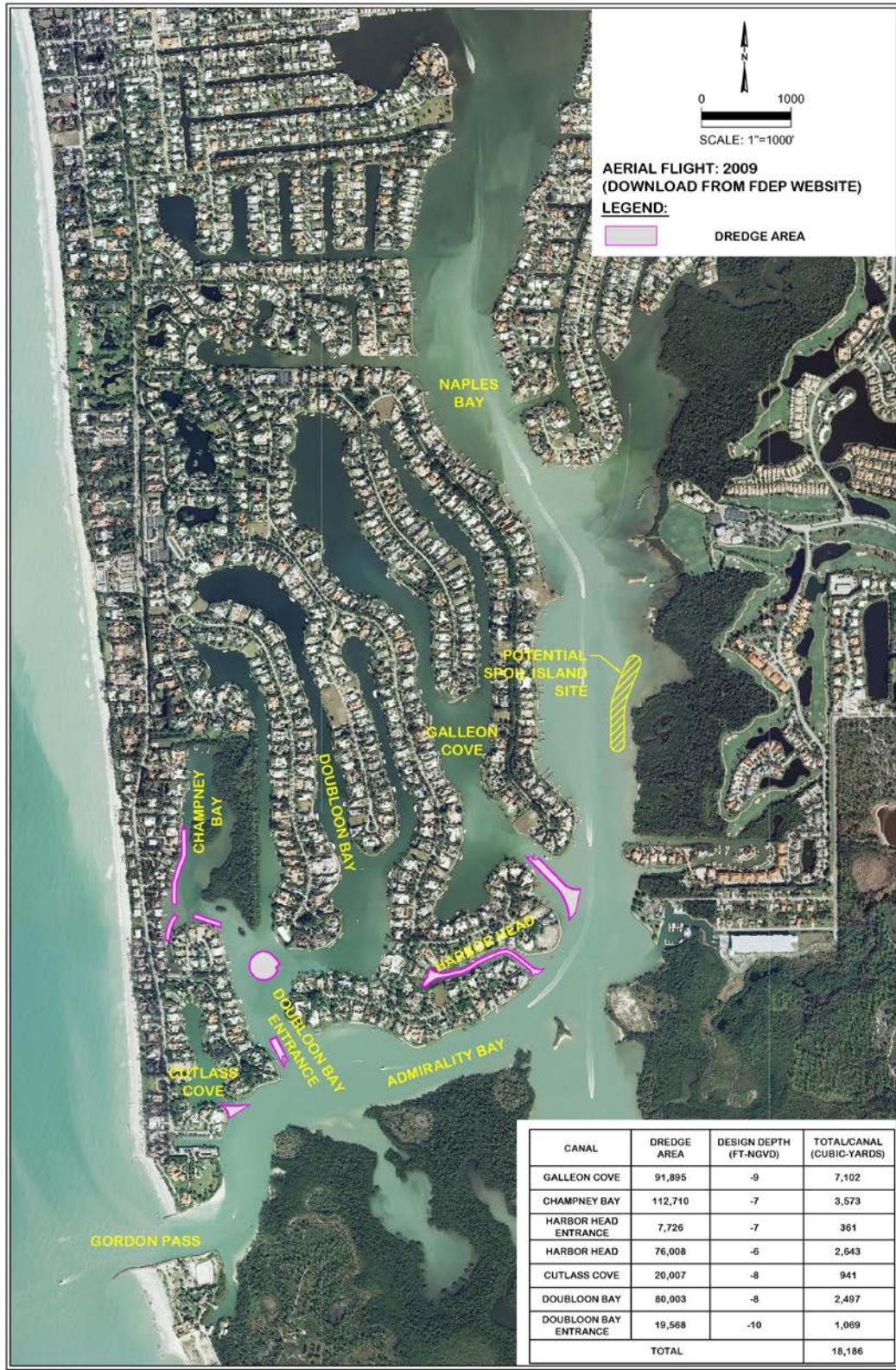
TIME FOR COMPLETION

ENGINEER will make every effort to complete the professional services specified in this work assignment, as outlined in Attachment A.

ATTACHMENT A

City of Naples
Engineering Analysis and Design Schedule
Port Royal Dredge
Jan 2011

Task	Jan 2012	Feb 2012	March 2012	April 2012	May 2012	June 2012	July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	March 2013
Phase I - Surveying, Design, Engineering and Permitting Services															
City Approves Scope/Fee and Issues Notice to Proceed															
Contract Management															
1															
2 Meetings, Project Coordination and Management															
A															
B															
C															
3 Field Investigations and Preliminary Design															
A															
B															
C															
D															
E															
F															
G															
H															
I															
J															
4 Project Design and Engineering															
A															
B															
C															
D															
E															
F															
G															
H															
I															
J															
5 Acquisition of Project Permits															
A															
B															
C															
D															
E															
F															
G															
H															
I															
J															
6 Bidding Services															
A															
B															
C															
D															
7 Construction Document Preparation (100% Design)															
A															
B															



CANAL	DREDGE AREA	DESIGN DEPTH (FT-NGVD)	TOTAL/CANAL (CUBIC-YARDS)
GALLEON COVE	91,895	-9	7,102
CHAMPNEY BAY	112,710	-7	3,573
HARBOR HEAD ENTRANCE	7,726	-7	361
HARBOR HEAD	76,008	-6	2,643
CUTLASS COVE	20,007	-8	941
DOUBLOON BAY	80,003	-8	2,497
DOUBLOON BAY ENTRANCE	19,568	-10	1,069
TOTAL			18,186

Erickson Consulting Engineers, Inc.
ECE
 7301 Delaney Court
 Sarasota, FL 33420
 (813) 373-6490

PORT ROYAL
 CITY OF NAPLES
 ATTACHMENT "B"

DATE:	DATE:	DATE:
BY:	BY:	BY:
APP. NO.:		
NO.:	AN-1078	

END OF EXHIBIT A

Rev. 8/13/08

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows:

ATTACHMENT C

City of Naples Engineering Analysis and Design Fee Schedule Port Royal Dredge		
Task	Description	Total Fee
Phase I - SURVEYING, DESIGN, ENGINEERING AND PERMITTING SERVICES		
1	Contract Management	
		\$12,960
	Sub-Total	\$12,960
2	Meetings, Project Coordination and Management	
A	Project Kick-Off Meeting	\$3,160
B	Monthly Meetings with City Staff	\$13,890
C	Quarterly Progress Reports to City Staff	\$5,110
	Sub-Total	\$22,160
3	Field Investigations and Preliminary Design	
A	Compilation and Review of Existing Data (physical, biological, geotechnical, survey, permits, etc.)	\$6,620
B	Develop Project Plan (Field Investigation Plan and Project Design Basis) and Conduct Meetings with State and Federal Permit	\$8,690
C	Conduct Topographic and Hydrographic Surveys of Canals and Habitat Island Sites	\$19,150
D	Perform Jet Probes (15-18), Sediment Sampling (10 samples) and Water Quality Sampling (8-10 samples)	\$18,590
E	Preliminary Habitat Characterization	\$9,530
F	Analysis of Preliminary Field Data, Prepare Field Investigation Report, and Refine Project Design Basis	\$16,520
G	Prepare Conceptual (30% Level) Design Drawings	\$7,240
H	Core Borings and Sediment Testing within canals (6-8 borings, 15 sand samples)	\$18,670
I	Sediment Chemical Testing (6 samples retained to be tested by City)	\$0
J	Environmental Surveys and Sampling (Seagrass and Oyster Bed Surveys, Macro Invertebrate Sampling)	\$14,110
	Sub-Total	\$119,120
4	Project Design and Engineering	
A	Prepare Canal Design (i.e. Dredge Template / Volumes and Shoaling Rates)	\$14,770
B	Design of Habitat Islands	\$17,560
C	Develop Sediment Management Plan	\$12,260
D	Develop Construction Methods (i.e. Dredge Equipment and Conveyance Methods) and Sequencing Plan	\$13,150
E	Develop Mitigation Plan (assumed not required)	\$0
F	Assessment of Project Impacts (Environmental, Social, Economic, etc.) and Detail Minimization Strategy	\$2,700
G	Prepare Preliminary Schedule of Quantities and Project Costs	\$3,260
H	Present Design Recommendations to City	\$1,720
I	Prepare 60% Design	\$13,070
J	Prepare 90% Design	\$17,120
	Sub-Total	\$95,610
5	Acquisition of Project Permits	
A	Conduct Pre-Application Meetings with Permit Agencies (FDEP-South District, ACOE)	\$6,690
B	Prepare and Submit FDEP and ACOE Permit Applications and Drawings	\$19,540
C	Response to Comments from FDEP and ACOE	\$39,210
D	Procure Submerged Lands Lease	\$12,620
	Sub-Total	\$78,060
6	Bidding Services	
A	Construction Document Preparation (100% Design)	\$21,240
B	Bidding Assistance	\$6,120
	Sub-Total	\$27,360
Phase I Total		\$355,270

ERICKSON CONSULTING ENGINEERS, INC.
2012 FEE SCHEDULE

1. The fee shall be equal to the hours expended directly on the project by the principals and employees, multiplied by the hourly rate for the employee, plus reimbursable expenses. The hourly rates to be used at Erickson Consulting Engineers, Inc. (ECE) for this project are shown below:

LABOR CATEGORY	RATE
Expert Witness	\$275/hr
Principal Engineer	\$210/hr
Senior Engineer II	\$160/hr
Senior Engineer I	\$135/hr
Staff Engineer	\$125/hr
Associate Engineer II	\$115/hr
Associate Engineer I	\$105/hr
Senior Scientist / Ecologist I	\$130/hr
Staff Scientist / Ecologist	\$115/hr
Associate Scientist / Ecologist II	\$ 95/hr
Associate Scientist / Ecologist I	\$ 85/hr
Technician	\$ 65/hr
CADD III / Graphic Designer	\$135/hr
CADD II / Graphics Technician	\$ 90/hr
CADD I / Graphics Technician	\$ 80/hr
Senior Administration	\$ 85/hr
Document Production Coordinator	\$ 75/hr

These rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as sick leave, unemployment, excise and payroll taxes, government required worker's compensation, health benefits, bonuses, annual leave and holiday pay. These hourly rates are valid through December 31, 2012.

2. Reimbursable direct expenses shall mean the actual expenses of transportation, lodging and meals of principals and employees, consultants' fees, telephone calls, copying, printing and production of reports and other project related materials, expendable supplies directly used on the project, including equipment lease fees and laboratory fees, and similar project related items. A ten percent (10%) service charge will be applied to all reimbursable expenses.

3. A ten percent (10%) service charge will be applied to all work provided by Subcontractors directly managed by ECE in providing professional consulting services.

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate**. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Erickson Consulting Engineers, Inc.**, and hereby certifies to the following:

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

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

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

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

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

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

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

Executed this _____ day of _____, 2012.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012.

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

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)