

# CITY OF NAPLES, FLORIDA

## AGREEMENT (PROFESSIONAL SERVICES)

**Bid/Proposal No. Res. 09-12326**

**Contract No.** \_\_\_\_\_

**Project Name City of Naples Beach Outfall Management Evaluation**

THIS AGREEMENT (the "Agreement") is made and entered into this **16<sup>th</sup> day of May, 2012** by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **AECOM Technical Services, Inc**, A California corporation, with an office at **4415 Metro Parkway, # 404, Fort Myers, FL 33916**, (the "CONTRACTOR").

### 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 **develop and evaluate several management alternatives for the City's stormwater beach outfalls for the CITY OF NAPLES (hereinafter "CITY")**, 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 must be completed **within 270 days**.

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 **\$199,922.00** 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:

**AECOM Technical Services, Inc  
4415 Metro Parkway #404  
Fort Myers, FL 33916  
Attn: Ron Cavalieri**

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:**  
**AECOM Technical Services, Inc**  
A California Corporation

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

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The scope of services for the CITY's Beach Stormwater Outfalls project will be completed under the following Tasks:

- Task 1: Project Meetings
- Task 2: Data Collection
- Task 3: LiDAR Survey and Mapping
- Task 4: Development of a Stormwater System Model
- Task 5: Development of Alternatives and Preliminary Assessment Technical Memorandum
- Task 6: Conducting Workshop with City Council

#### **TASK 1 – PROJECT MEETINGS**

The CONSULTANT will designate a Project Manager to be responsible for the administration and coordination during the entire duration of the project. The Project Manager will be responsible for communication with the CITY and written correspondence. The Project Team will participate in up to two project progress meetings (in addition to the City Council Workshop meeting outlined in Task 6).

#### **TASK 2 – DATA COLLECTION**

CONSULTANT will conduct data collection on an as requested basis to augment existing information to be provided by the CITY for the Tasks identified below. CONSULTANT has budgeted up to \$10,000 for this Task.

#### **TASK 3 – LiDAR SURVEY AND MAPPING**

Bathymetric data near the outfalls and the surrounding offshore areas will be gathered from National Oceanographic and Atmospheric Administration (NOAA), the U.S. Army Corps of Engineers (USACE), and other sources. The data will be processed using CONSULTANT team member's in-house programs and expertise that will create representations of the offshore bathymetry and beach topography, including the hardbottom, for the CITY. The bathymetric and topographic map will be used to evaluate each outfall against options including subaqueous placement. The recent 2010 light detection and ranging (LiDAR) survey will be used when it becomes available, and it will be supplemented with past LiDAR and bathymetric surveys as needed.

CONSULTANT will use custom filters to accurately remove vegetation and infrastructure while preserving the complex geomorphology found in coastal environments. LiDAR remote sensing products like benthic habitat maps, geomorphic maps, contours, filtered DEMs, and depth of closure extraction will guide CONSULTANTS's decisions on how best to design this specific project. CONSULTANT has the ability to convert LiDAR derived surfaces into formats required by modeling programs.

## **EXHIBIT A**

CONSULTANT will use a group of tools for handling, quantifying, and packaging the inherently large LiDAR data sets. CONSULTANT will use more than one filtering routine to filter the LiDAR data set. CONSULTANT will utilize customized software to classify LiDAR point data to represent the topographic and bathymetric conditions at the time of LiDAR data collection. In addition, CONSULTANT will utilize commercial software packages to their greatest potential to filter the data. Based on the 2010 LiDAR data set and other complementary data, the area of coverage will extend approximately 2 blocks inland from the dunes and offshore to approximately -20 foot depth contour based on the 2004 experience. The bathymetric and topographic map will cover the entire area of the existing ocean outfalls and will also show pertinent infrastructure, FDEP R-monuments, the location of the existing outfall discharges and the edge of the nearshore hardbottom from recent side scan sonar and diver survey of the bottom.

The bathymetric and topographic elevations will be compared to recent beach profile line surveys provided by Collier County and adjusted where appropriate. The map will be combined with the CITY's LiDAR topography, if available and desired.

The slope variability for the beach profiles near the two twin pipe outfalls will be analyzed from 1995 to present to determine their effect upon the nearshore slope. This information will provide a variability envelope necessary to determine the position of a subaqueous outfall. The position of the hardbottom will be shown for each outfall. The cost of this task will be shared with similar work being performed for the 2012-13 beach nourishment project for Collier County.

### **TASK 4 – DEVELOPMENT OF A STORMWATER SYSTEM MODEL**

CONSULTANT will prepare a storm water model covering the drainage area served by the 10 Ocean Outfalls within Basin II. The model will not cover the entire area of Basin II, only the areas draining towards the ocean outfalls will be represented in the model. The 10 outfalls will be included in a single model in order to facilitate the alternatives analysis. The following are the subtasks included in this task:

#### **Sub Task 4.1 – Data Compilation and Evaluation**

This Sub Task includes the review and evaluation of existing studies and reports as well as data provided by the CITY for the limits of the study area. It is expected that most of the information to be provided by the CITY is included in the CITY's GIS geodatabase. In addition to the contents of the GIS geodatabase (i.e. land use, drainage infrastructure, soil types, infiltration parameters, spot elevations, etc.), the CITY will also provide LiDAR topographic survey information, recent aerial photographs, rainfall and other hydrological records including water marks and anecdotic information regarding extreme rainfall events in the study area.

CONSULTANT will prepare a base map of the Basin II study area in GIS with a compilation of the collected information. These maps will be used by CONSULTANT to develop the hydrologic and hydraulic models described in the following Sub Tasks.

#### **Sub Task 4.2 – Development of Storm Water Model**

CONSULTANT will prepare the storm water model using XP-SWMM. The hydrologic (RUNOFF) and hydraulic (EXTRAN) modules of this model will be applied to simulate flows and stages across the study area. The advantage of this model is the availability of the water quality module (TRANSPORT) that will allow an easy transition from water quantity to water quality estimations for future use by CITY in the detailed evaluation of alternatives.

##### **Sub Task 4.2.1 – Water Quantity Model Construction**

## **EXHIBIT A**

CONSULTANT will develop a model of the Ocean Outfalls based on information provided by the CITY and obtained through Tasks 2 and 3, including topographic data and maps of the basin and locations and dimensions of all relevant conveyance and drainage structures within the basin.

CONSULTANT will conduct a field reconnaissance trip of Basin II to familiarize key members of the modeling team with Basin II conditions and assist in construction of the model attributes including delineation/verification of Basin II boundaries, points of discharge, major drainage structures and suitability of areas for locations of storage components and/or outfall consolidation.

The CITY will provide CONSULTANT with land use for each of the sub-basins within the study area. CONSULTANT will develop elevation-area tables for each sub-basin based on surface contour maps or LiDAR information. Elevation-area will be used in the model to properly capture the effect of storage on peak discharges at the outfalls as stated in the Conceptual Storm Water Management Analysis prepared for CITY in 2009. In addition to the drainage infrastructure, the XP-SWMM model will include conveyance elements to simulate overland flow in the basin.

### **Sub Task 4.2.2 – Model Verification**

Once the model setup and construction is complete, CONSULTANT will verify the model using available hydrologic and meteorological information of a documented storm event. The construction of the model will consider the future addition of a continuous simulation module. The continuous simulation model may be used in the future for water quality calculations.

### **Sub Task 4.2.3 – Production Runs**

Once model verification is complete, CONSULTANT will prepare production runs for existing conditions without alternatives for design storm events (5-year 1-hour storm, 5-year 1-day; and 25-and 100-year, 3-day storms). The production runs will be used to characterize the existing level of service for the Basin II.

### **Sub Task 4.2.4 – Existing Condition Technical Memorandum**

CONSULTANT will prepare a draft Beach Stormwater Outfalls Hydrologic and Hydraulic Modeling for Existing Conditions Technical Memorandum with the results of the work conducted under this task. The Existing Conditions Technical Memorandum will include flow hydrographs at each one of the 10 outfalls in the study areas, as well as peak stages at each model node. An electronic copy of the draft Technical Memorandum will be submitted for the CITY's review. After addressing CITY's written review comments, one set of electronic files of the final Technical Memorandum will be issued. CONSULTANT shall provide CITY with all electronic data files associated with the project, including XP-SWMM.

## **TASK 5 – DEVELOPMENT OF ALTERNATIVES AND PRELIMINARY ASSESSMENT TECHNICAL MEMORANDUM**

CONSULTANT will prepare a Preliminary Assessment Technical Memorandum (PATM) for CITY Staff review based on agreed upon project goals and objectives. The PATM will summarize existing conditions and recognized constraints; identify economically feasible alternatives that are available for the CITY; and provide initial design concepts of the potential alternatives. The initial design concepts for alternatives will include concept maps showing the initial sizing and location of the facilities; relative planning level costs, and listing of potential benefits and burdens; and description of the extent to which the alternatives achieve identified goals and objectives.

## EXHIBIT A

The selection of alternatives and concepts will involve input from CITY's staff. All alternatives will consider measures within the drainage basin to improve flooding, attenuate peak runoff flows, and conceptually improve runoff water quality. However, the basis of evaluation for alternatives is to maintain the same level of service in Basin II as the existing condition. The alternatives to be considered will include the following:

### **Alternative #1: Integrate Ocean Outfalls with Planned Beach Re-nourishment Project**

CONSULTANT will develop a plan for the modification of existing outfalls to accommodate the anticipated 2013-14 beach nourishment project. This activity will be based on the CONSULTANT's current understanding of Collier County's planned beach design. CONSULTANT will obtain information on the existing 10 outfalls in order to obtain lengths and other data relevant to the relocation of the outfall discharge location. This data will be derived from historic measurements, controlled aerial photography, CITY resources, and Collier County beach monitoring surveys. This information will be used to compare the outfall's discharge location to the 2005 pre-construction mean high water (MHW) location, along with the MHW location at post-construction measured between 2006 and 2012, the latter being the latest beach survey conducted by Collier County. Based on the new re-nourishment design and historic MHW shoreline locations, a recommendation for outfall length and location, pipe material, and support infrastructure will be made, along with changed elevation where appropriate.

### **Alternative #2: Integrate with Aquifer Storage and Recovery (ASR) System**

CONSULTANT will investigate the feasibility of ASR as an alternative to divert stormwater discharges that are currently going to the CITY's Beach Stormwater Outfalls. Under this alternative, CONSULTANT will summarize existing and proposed ASR capacity planned by the CITY. The concept will consider the range in flows based on the stormwater modeling of standard storms being completed as part of the project, and anticipated stormwater quality. The following is a summary of anticipated work activities under this alternative:

- Attend meeting with the CITY to review the status of the permit and ongoing operational testing of the CITY's ASR program. This alternative will also include the review of the existing documentation on the development and planning efforts describing the CITY's overall ASR Program.
- Summarize planned and ongoing elements of the CITY's ASR program and summarize existing and planned capacity. Create maps showing the location of existing and planned ASR well systems and graphics summarizing planned ASR capacity versus availability and timing of future stormwater volumes.
- Coordinate with the stormwater modeling team to develop range of flows that could be accepted by a potential ASR system for sizing of potential stormwater management facilities.
- Gather and review existing operational testing data from the CITY's current reclaimed ASR system to estimate the timing of current and planned recharge flows to estimate existing and planned ASR capacity available related to incorporating future storm water flows.
- Summarize existing stormwater water quality data from Basin II and identify parameters of concern relative to drinking water standards and use in an ASR system.

## **EXHIBIT A**

- Identify any potential property sites within Basin II that may have the land area capable of supporting an ASR system.
- Prepare description of conceptual approach to incorporate Stormwater from Basin II into the CITY's current ASR program including preliminary sizing of conveyance and pumping facilities. The description will include identification of future efforts needed for implementation of the ASR Alternative. A detailed evaluation of treatment requirements is not included in this preliminary assessment.

### **Alternative #3: Outfall Pipe Consolidation**

CONSULTANT will develop up to 3 concept alignments for outfall pipe consolidation. The location and size of required infrastructure will be determined based on output from the stormwater system model.

### **Alternative #4: Redirection via pump station**

CONSULTANT will develop up to 2 concept alignments for directing stormwater to either Moorings Bay or to Naples Bay. Again, the location and size of required infrastructure will be determined based on output from the stormwater system model.

### **Alternative #5: Subaqueous Outfalls (Bury deeper (concealment) and extend into Gulf of Mexico)**

CONSULTANT will develop design concepts to bury outfall pipe deeper and extend each outfall's discharge point further into the Gulf of Mexico. The alternatives will address different locations and flows and may include consolidated discharge points. For each case, outfall configuration, length, and discharge structure will be developed to convey upland flows and meet anticipated environmental requirements. Simplified initial dilution analyses will be conducted to assist in the development of the concept designs.

### **Alternative Evaluation**

CONSULTANT will modify the hydrologic/hydraulic model prepared in Task 4 to incorporate the 5 alternatives to be evaluated (existing condition with short term modifications, integration with ASR, outfall consolidation, redirection via pump station, and deeper ocean outfall). For each alternative, CONSULTANT will perform model simulations for the 5-year 1-day, 5-year 1-hour, and 25-year and 100-year 3-day storm events to evaluate both flood protection and the quantity of total discharges. Up to 3 model simulations per alternative, and a total of 15 model simulations, are budgeted for purposes of determining the size and capacity of each alternative. All model simulations will be performed using XP-SWMM. The objective of this evaluation is to identify the conceptual level improvements that would be needed for each alternative to maintain the same level of service as the existing condition.

### **Preliminary Assessment Technical Memorandum**

CONSULTANT will include the results of the work conducted under this task in the Preliminary Assessment Technical Memorandum. The Technical Memorandum will include planning level cost estimates for each of the alternatives outlined above. One electronic copy of the draft Preliminary Assessment Technical Memorandum will be submitted for the CITY's review. After addressing the CITY's written review comments, one set of electronic files of the final Preliminary Assessment Technical Memorandum will be issued.

## **TASK 6 – CONDUCTING WORKSHOP WITH CITY COUNCIL**

## EXHIBIT A

CONSULTANT will prepare for and conduct a Workshop with CITY's staff and the City of Naples City Council. The purpose of the workshop is to discuss existing conditions, and present the alternatives and initial concepts outlined in the Preliminary Assessment Technical Memorandum; select recommended alternatives for further development; and prepare a meeting summary, including key comments and CITY decisions/directions. The Workshop will be attended by the CONSULTANT's project manager, lead modeling engineer, and senior coastal engineer. This Task includes preparation of supporting materials and handouts/presentation.

## SCHEDULE

The services described under Exhibit A – Scope of Services will commence upon receipt by the CONSULTANT of a Notice-to-Proceed and executed Agreement from the CITY. The estimated time required to complete the tasks described Exhibit A is as follows:

Task 1 – Project Meetings (concurrent with Tasks 2-6)	270 days
Task 2 – Data Collection (concurrent with Task 3)	60 days
Task 3 – LiDAR Survey and Mapping	60 days
Task 4 – Development of a Stormwater System Model	90 days
Task 5 – Development of Alternatives and Preliminary Assessment Technical Memorandum	90 days
Task 6 – Conducting Workshop with City Council	30 days

It is anticipated that the services for the project will be performed within a time limit not to exceed 270 days from the date of Notice-to-Proceed.

CONSULTANT will observe the time limitations as set forth herein. CONSULTANT will not be responsible for delays beyond CONSULTANT's control, including delays caused by: (1) delays in receiving information from others except CONSULTANT's subconsultants; and (2) delays in obtaining subsequent authorization, approvals and review comments from CITY and other governmental agencies. If such a delay should occur, the schedule will be updated and adjusted as mutually agreed upon by CONSULTANT and CITY.

## **EXHIBIT B**

### **BASIS OF COMPENSATION**

B.1. As consideration for providing the Scope of Services as set forth herein under Exhibit A, CITY agrees to pay, and CONTRACTOR agrees to accept, the lump sum fees as shown on Attachment A entitled "Project Budget".

B.2. Payment for the services provided under Exhibit A shall be paid on a monthly progress basis for work satisfactorily completed.

B.3. Reimbursable costs shall mean the actual expenditures made by the CONTRACTOR while providing Scope of Services under Exhibit A in the interest of the project.

B.4. 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.

B.5. Payments will be made for services rendered within thirty (30) days of submittal of an approvable invoice. All invoices shall identify the services rendered and must be submitted in a form and manner required by CITY.

**EXHIBIT B**

**Project Budget**

City of Naples Beach Stormwater Outfalls  
Revised 4/9/2012

City of Naples

Task Description	Personnel Hours										Budget				
	Principal II	Principal I	Project Manager II	Project Engineer III	Project Engineer I	Engineer III	Engineer II	GIS Specialist III	Admin. Asst. II	Total Hours	Labor	Direct Expenses	Subconsultants	Total Non-Labor	Total
<b>Task Group 1 - Project Meetings</b>															
1. Project Meetings (Attend up to 2 project progress meetings in addition to City Council Workshop)		16			16				16	48	\$ 6,592			\$ -	\$ 6,592
<b>Subtotal</b>	-	16	-	-	16	-	-	-	16	48	\$ 6,592	\$ -	\$ -	\$ -	\$ 6,592
<b>Task Group 2: Data Collection</b>															
1. Provide data collection to support model construction											\$ -	\$ 10,000		\$ 10,000	\$ 10,000
<b>Subtotal</b>	-	-	-	-	-	-	-	-	-	-	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000
<b>Task Group 3: LiDAR Survey and Mapping</b>															
1. Prepare Mapping for development of alternatives		4								4	\$ 880	\$ 371	\$ 7,420	\$ 7,791	\$ 8,671
<b>Subtotal</b>	-	4	-	-	-	-	-	-	-	4	\$ 880	\$ 371	\$ 7,420	\$ 7,791	\$ 8,671
<b>Task Group 4: Development of a Stormwater System Model</b>															
4.1. Data compilation and evaluation		2	8			8		24		42	\$ 4,960			\$ -	\$ 4,960
4.2.1. Develop storm water model		8	40		16	120		40	8	232	\$ 28,512	\$ 300		\$ 300	\$ 28,812
4.2.2. Model Verification			8			40		4		52	\$ 6,240			\$ -	\$ 6,240
4.2.3. Production runs			8			20		8		36	\$ 4,400			\$ -	\$ 4,400
4.2.4. Modeling TM		2	16			32		16	12	78	\$ 9,140			\$ -	\$ 9,140
<b>Subtotal</b>	-	12	80	-	16	220	-	92	20	440	\$ 53,252	\$ 300	\$ -	\$ 300	\$ 53,552
<b>Task Group 5: Development of Alternatives and PATM</b>															
1. Integration of ocean outfalls with beach renourishment		4								4	\$ 880	\$ 298	\$ 5,952	\$ 6,250	\$ 7,130
2. Integration with ASR		4	40			64		16		124	\$ 16,760	\$ 300		\$ 300	\$ 17,060
3. Outfall pipe consolidation			16			40		16		72	\$ 8,800			\$ -	\$ 8,800
4. Redirection via pump station			16			40		16		72	\$ 8,800			\$ -	\$ 8,800
5. Bury Deeper and Extend into Gulf of Mexico	20			64				16		100	\$ 16,340			\$ -	\$ 16,340
6. Alternative evaluation		16	24		16	80			16	152	\$ 19,832			\$ -	\$ 19,832



EXHIBIT B

Project Budget

City of Naples Beach Stormwater Outfalls  
Revised 4/9/2012

City of Naples

Task Description	Personnel Hours										Budget				
	Principal II	Principal I	Project Manager II	Project Engineer III	Project Engineer I	Engineer III	Engineer II	GIS Specialist III	Admin. Asst. II	Total Hours	Labor	Direct Expenses	Subconsultants	Total Non-Labor	Total
6. Planning level cost estimates			16			40				56	\$ 7,360			\$ -	\$ 7,360
7. Prepare draft PATM		8	16			40		16	16	96	\$ 11,600			\$ -	\$ 11,600
8. Meet with City and Prepare final PATM		8	8			16		8	8	48	\$ 6,240	\$ 600		\$ 600	\$ 6,840
<b>Subtotal</b>	<b>20</b>	<b>40</b>	<b>136</b>	<b>64</b>	<b>16</b>	<b>320</b>	<b>-</b>	<b>88</b>	<b>40</b>	<b>724</b>	<b>\$ 96,612</b>	<b>\$ 1,198</b>	<b>\$ 5,952</b>	<b>\$ 7,150</b>	<b>\$ 103,762</b>
<b>Task Group 6: Conducting Workshop with City Council</b>															
1. Preparation of supporting materials and handouts/presentation	4	8	8		16			16		52	\$ 7,772			\$ -	\$ 7,772
2. Attend Workshop and prepare meeting summary		8	8		8				8	32	\$ 4,776	\$ 800	\$ 3,997	\$ 4,797	\$ 9,573
<b>Subtotal</b>	<b>4</b>	<b>16</b>	<b>16</b>	<b>-</b>	<b>24</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>8</b>	<b>84</b>	<b>\$ 12,548</b>	<b>\$ 800</b>	<b>\$ 3,997</b>	<b>\$ 4,797</b>	<b>\$ 17,345</b>
<b>Task Group 7: Not Used</b>															
											\$ -			\$ -	\$ -
											\$ -			\$ -	\$ -
											\$ -			\$ -	\$ -
											\$ -			\$ -	\$ -
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total</b>	<b>24</b>	<b>88</b>	<b>232</b>	<b>64</b>	<b>72</b>	<b>540</b>	<b>-</b>	<b>196</b>	<b>84</b>	<b>1,300</b>	<b>\$ 169,884</b>	<b>\$ 12,669</b>	<b>\$ 17,369</b>	<b>\$ 30,038</b>	<b>\$ 199,922</b>

Amounts shown are revenue.

Personnel Category	\$/HR
Principal II	\$265.00
Principal I	\$220.00
Project Manager II	\$185.00
Project Engineer III	\$150.00
Project Engineer I	\$127.00
Engineer III	\$110.00
Engineer II	\$95.00
GIS Specialist III	\$90.00
Admin. Asst. II	\$65.00

## 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 Owner, 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 Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly 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 Owner, 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 must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**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.

The Certificate must state the bid number and title.

When using the "Accord" - 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned, is the \_\_\_\_\_ of the **AECOM Technical Services, Inc** and does 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)