

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 007-13

Contract No. 13-00000

Project Name Amendment of the Community Redevelopment Plan

THIS AGREEMENT (the "Agreement") is made and entered into this **January 16, 2013**, by and between the City of Naples Community Redevelopment Agency, a Florida public agency, (the "CRA") and **Calvin, Giordano & Associates, Inc (CGA)**, a Florida corporation, **1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316** (the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA 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 **Amend the 1994 Naples Community Redevelopment Plan**, 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 CRA, 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 CRA 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 CRA'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 CRA of such conflict and utilize its best professional judgment to advise CRA 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 CRA'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 CRA 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 CRA in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CRA 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 CRA, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CRA 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 CRA.

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 CRA for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CRA'S RESPONSIBILITIES

2.1. The CRA shall designate in writing a project coordinator to act as the CRA'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 CRA'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 CRA 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 CRA's City Manager as authorized by City Council in the enabling legislation or in the CRA'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 CRA 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 CRA 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 CRA for all or any designated portion of the Project and shall be performed and completed by **October 31, 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 CRA, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CRA 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 CRA 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 CRA. The CONTRACTOR's sole remedy against the CRA 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 CRA hereunder, the CRA 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 CRA'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 CRA for all Services shall not exceed **\$145,500** 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 CRA, or any duly authorized agents or representatives of the CRA, 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 CRA in accordance with the Florida Public Records laws.

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CRA and the City of Naples 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 employed 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 CRA. 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 CRA. No provision of this Agreement shall, however, be construed as constituting an agreement between the CRA 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 CRA 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 CRA 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 CRA shall be deemed to be a waiver of any of the CRA'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 CRA 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 CRA, 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 CRA 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 CRA 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 CRA shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CRA 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 CRA 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 CRA, 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

CRA 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 CRA'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 CRA 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:

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Attention: **Dennis J. Giordano**, President

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 CRA, shall promote the best interest of the CRA and assume towards the CRA 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 CRA.

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

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

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

14.7. The 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:

CRA:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

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

Approved as to form
and legal sufficiency:

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

CONTRACTOR:
CALVIN, GIORDANO & ASSOCIATES, INC
A Florida Corporation

Witness
Witness

By: Joe
Its President

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

CGA agrees to perform the following work within the scheduled time frames set forth.

(1) FEASIBILITY STUDY

The work items (A through G below) will be completed no later than March 7, 2013 unless the parties mutually agree to a different date.

CGA shall determine the feasibility of a CRA Plan Amendment that includes an extension of the current sunset date of the Naples Community Redevelopment Agency. This will include:

- A. **Kick-off Meeting.** CGA will meet with City staff to review the scope and determine communication and available data on existing and future revenues including the 2012 Sustainability Report.
- B. **Review Florida Statutes.** Review of legal documents to determine feasibility which will include a review of:
 - a. Section 163, Part III of the Florida Statutes. CGA will determine how the following sections directly relate to the City of Naples CRA and given that Collier County is a non-chartered county:
 - i. §163.346 – Notice to taxing authorities.
 - ii. §163.350 – Workable program.
 - iii. §163.358 – Exercise of power in carrying out community redevelopment and related activities.
 - iv. §163.360 – Community redevelopment plans.
 - v. §163.361 – Modification of community redevelopment plans.
 - vi. §163.362 – Contents of community redevelopment plan.
 - vii. §163.387 – Redevelopment Trust Fund.
 - viii. The current (1994) Naples Community Redevelopment Plan.
 - ix. City of Naples Ordinance No. 94-7205.
 - x. City of Naples Resolution 97-4202 which adopted the current Community Redevelopment Plan.
 - xi. Any other relevant City of Naples ordinances, resolutions or other documents.
- C. **Projected Increment through 2043.** Tax increment projections will be prepared through the year 2043, the latest year the CRA could be extended through with an additional 30 years. These basic projections will be used for an initial feasibility review only; a more comprehensive analysis of increment will be undertaken as part of the full Redevelopment Plan Amendment.
- D. **Projected Expenditures through 2043.** A review of the tax increment projections against the costs of currently anticipated CRA projects (funded and unfunded) to determine if all projects currently anticipated could be funded over an extended sunset period. This analysis will include an estimate of how much, if any, funding might remain for newly desired or warranted redevelopment projects and programs.
- E. **Plan Amendment Process.** CGA will outline actions and approvals that would be required to approve

an updated plan including an extension of the CRA's sunset date along with timeline (in weeks) for the approval process. Alternative timelines will be created should Collier County choose to exercise its rights to a joint meeting and to propose an alternative redevelopment plan under §163.361(3)(b).

- F. Recommendation.** CGA will prepare a recommendation as to the feasibility of updating the Naples Community Redevelopment Plan that includes an extension of the sunset date.
- G. Presentation.** CGA will present the results and recommendations to the Community Redevelopment Agency Advisory Board (one meeting) and the Community Redevelopment Agency Board (one meeting).

(2) MARKET STUDY

The work items (A through F below) will be completed no later than April 19, 2013 unless the parties mutually agree to a different date.

CGA shall perform a market scan for commercial and residential uses, be they free standing or mixed-use, will be developed. The principal items associated with the performance of services include, but are not necessarily confined to, the following:

- A. Kick-off Meeting.** Meet with the City staff to establish general parameters for conduct of the study. The CGA team will review with staff any prior work that may relate to this effort. This meeting can be held in conjunction with the Kick-off Meeting for the Community Redevelopment Plan Amendment.
- B. Demographic Data Collection.** Obtain local demographic data as necessary regarding population, household income, employment centers, etc. and identify socioeconomic trends that have a bearing on the preferred uses that are envisioned in the study area.
- C. Economic Demand.** Identify threshold levels of demand for these uses based on past and reasonably foreseeable trends within the time context noted.
- D. Development Potential.** Work with City staff to inventory available properties where development might occur in the study area. Identify physical, social, or regulatory issues influencing possible development. Identify competitive or comparable concentrations of development that might have a bearing on concepts envisioned in the study area.
- E. Existing Synergy.** Explore obvious functional and economic relationships with business, services, and facilities now in place.
- F. Summary.** Summarize analysis and resulting conclusions in a report that can provide the direction in the Community Redevelopment Plan Amendment.

(3) COMMUNITY REDEVELOPMENT PLAN AMENDMENT

The work items (A through E below) will be completed no later than October 31, 2013, except for the earlier completion dates provided herein. The parties may mutually agree to dates other than specified.

The CRA reserves the right to cancel work in this section of the contract, or modify the scope of services in this section of the contract, at the sole discretion of the CRA, in the event the completed feasibility study does not warrant an extension of the CRA sunset date. The CRA agrees to compensate CGA for necessary work that was completed prior to any cancellation.

Considering the outcome of the Feasibility Study, CGA will prepare a CRA Plan Amendment to address CRA goals and objectives. This includes reconsidering projects that have not been constructed, potentially recommending new projects and/or regulatory changes, and considering what market and feasibility studies conclude for the future.

A new 2043 CRA sunset date will be revised to create additional funding opportunities.

The following outlines CGA's scope of services for development of the Community Redevelopment Plan:

- A. Kick-off Meeting and Site Visits.** CGA and City staff will review the scope of services, schedule and tour the CRA based upon a pre-determined itinerary to review existing conditions and review current projects. **This shall occur prior to April 1, 2013.**
- B. Community Engagement.** The public will take the lead on recommending amendment of the CRA Plan, with the CGA team providing redevelopment expertise to ensure the Plan is appropriate to the community, is realistic given the funding projections, and is supported by the Market Study.
 - 1. Public Workshops.** The CGA team will meet with residents and stakeholders in four public workshops to gather information, determine community assets and key properties, and present proposed redevelopment programs and tools. Public Workshops will occur before drafting the CRA Plan to obtain community feedback on potential uses (commercial, medical tourism, transient uses, mixed use) and develop a draft list of redevelopment projects. **At least two of these public workshops shall take place prior to April 1, 2013.**
 - 2. Communication.** Communication and transparency are important components of the CRA Plan Amendment. To start, a link to the CRA Plan project will be created on the City of Naples website with the project schedule, presentations, Feasibility Study, Market Study and CRA Plan Amendment. Contact information and ability to send messages through the website will be included through this special CRA Plan Amendment site. The City's Facebook page and News Flash system can also be used to share press releases and announcements.
 - 3. CRA/City Council Interviews.** The CGA team will interview the 7 CRA Board Members individually. Information gleaned from these interviews will be utilized in the drafting of the CRA Plan. **These interviews shall take place prior to April 1, 2013.**
 - 4. Stakeholder Interviews.** The CGA team will interview up to 20 stakeholders identified by the City staff, with extraordinary knowledge of Naples and current conditions within the City and CRA. Information gleaned from these interviews will be utilized in the drafting of the CRA Plan. **These interviews may take place prior to April 1, 2013.**
- C. Community Redevelopment Plan Amendment.** The Community Redevelopment Plan will be modified and updated to include the following components:
 - 1. Existing Conditions.** A review of existing conditions will include the following:
 - a. Existing Development.** A review of private development, key properties, historic resources and existing land uses will be analyzed in the CRA. GIS-based existing land use, zoning and future land use maps will be updated. The compatibility of land use and zoning will also be analyzed. GIS data from the Collier County Property Appraiser will be utilized for the analysis.

- b. *Publicly-owned Properties.* The inventory will include a list of county, state, and other publicly-owned properties.
 - c. *Existing Transportation Conditions.* The existing roadways, pedestrian and bicycle facilities, and public transit, will be reviewed to identify potential improvements and redevelopment needs. Where existing traffic data is available, traffic level of service standards and corridor analysis will be undertaken to provide background information on future projects that improve access to Downtown and circulation around the Community Redevelopment Area. A review of planned improvements by the CRA, City, Collier County, and FDOT will be reviewed for baseline data.
 - d. *Infrastructure.* The existing stormwater, potable water, and wastewater infrastructure will be reviewed for deficiencies and redevelopment needs. A review of planned capital improvements by the CRA, City, Collier County, Big Cypress Basin Board, local utilities and other agencies will be reviewed for baseline data.
2. **Redevelopment Strategies.** The Plan will compile community-generated redevelopment projects that will encourage additional public and private investment in the Community Redevelopment Area based upon current and projected revenue through 2043. Projects will include those generated by the public during the public input process as well as those currently underway (either in planning process, awaiting funding, or in-process). The Redevelopment Plan will include:
- a. *Goals and Objectives.* These guiding principles will set the tone for all redevelopment programs and projects. The original 1994 Naples Community Redevelopment Plan goals and objectives will be revised and expanded based upon public input in the workshops and the stakeholder interview.
 - b. *Ten Year Implementation Plan.* The CRA Plan will propose activities and capital improvements that will enhance and encourage investment and further redevelopment goals and objectives. Funding sources and timeframes will be provided for future implementation. A Ten Year Implementation Plan will be presented that is based upon community input and the consultant's recommendations.
 - c. *Transportation Plan.* US 41 and Goodlette Frank Road are critical north south corridors that affect circulation in the CRA. Strategies for increasing circulation on these roadways, the Four Corners, 5th Avenue South in the CRA, and access to Downtown, and commercial and residential areas south of 5th Avenue South, will be proposed in addition to multimodal improvements that enhance mobility. Additionally, alternate strategies for managing impacts of development on transportation facilities such as eliminating transportation concurrency and replacement of impact fees with a mobility fee will be discussed and considered as an inducement to redevelopment.
 - d. *Land Use and Zoning Changes.* Based upon the analysis of existing land uses, and the Market Study, recommendations will be made regarding potential land use and zoning modifications that will encourage and promote appropriate uses and densities and intensities for properties within the Redevelopment Area, including but not limited to the former Grand Central Station site or a potential Medical Overlay District. Height limitations will be reviewed to determine feasibility/desirability of amending the City's Charter. Incentives such as parking waivers will be reviewed in conjunction with the existing consolidated parking program. The consolidated parking plan will include recommendations regarding the need for, and suggested locations of, public parking garages in the 41-10 corridor and in the 5th Avenue South Overlay District.

- e. *Community Design and Streetscape.* Developing a sense of place and community is often strengthened by the aesthetics of the physical environment. Guiding principles on the design of corridors, gateways, cultural plaza and facilities, open space, and parks (including underutilized Anthony Park on the Gordon River), will be prepared based on public participation and *CGA Redevelopment Solutions!* Team's urban design expertise.
 - f. *Redevelopment Programs.* Programs that encourage new business attraction, business expansion, recreational and cultural programs will be offered to generate additional interest in the Area. CRA actions such as land acquisition, property upgrades, economic incentives and enhanced code enforcement will be considered.
 - g. *Neighborhood Impact.* The CRA Plan will be reviewed for impacts on the availability of community facilities, schools, open space, rights of way, and environmental quality.
 - h. *Conformance with the City Comprehensive Plan.* The proposed plan will be reviewed to ensure programs and projects are compatible with the Comprehensive Plan and will include identification of amendments to the Comprehensive Plan that may benefit desired redevelopment.
 - i. *Plan Maps.* GIS-based maps will be prepared to highlight proposed programs, land use changes, and capital improvements. Maps will also be prepared to comply with all relevant requirements of §163.362(2).
3. ***CRA Plan Operation.*** Working with City staff, the Plan will include details on the operation of the CRA including financing, capital improvements, and organizational structure.
- a. *Financing Plan.* Tax increment finance (TIF) revenues from the Feasibility Study shall be further refined and projections of TIF revenues to be collected by the CRA will be analyzed to provide guidance on the CRA's potential assets. Using resources such as the 2012 CRA Sustainability Report, TIF estimates will also be prepared based upon extending the timeframe of the CRA and proposed CRA programs and projects.
 - b. *Optional Funding Sources.* Additional funding sources will be reviewed including grant, loan, and other alternate sources of funding for CRA Plan programs and projects based upon the 2043 sunset date.
 - c. *Capital Improvement Plan.* Considering the revenue projections and proposed capital improvements, a ten year capital improvement plan will be presented, and a longer term list of CRA capital improvement projects will be compiled, based upon Summary Report of Potential Capital Improvement Projects in the CRA, community input, available revenues, and the *CGA Redevelopment Solutions!* Team recommendations.
 - d. *Revenue/Cost Balance.* The ability to fund CRA Plan projects and project phasing will be analyzed and planned in order to provide a realistic implementation schedule.
 - e. *CRA Operation Procedures.* This section of the CRA plan will outline the term of the CRA, basic administrative structure for implementation of the CRA Plan, annual reporting requirements, and procedures for updating the plan.

- D. Public Hearings.** CGA will present the modified CRA Plan to the Community Redevelopment Agency Advisory Board, Community Redevelopment Agency Board, Planning Advisory Board, and City Council (one meeting with each body for a total of four meetings). Procedural issues for adopting the Community Redevelopment Plan Amendments will be outlined. CGA will attend and present at two additional meetings, if needed, at the request of the CRA, at no additional cost. This may include meetings of the Collier County Board of County Commissioners.
- E. Final Community Redevelopment Plan.** Once the Community Redevelopment Plan Amendment has been adopted by the City Council after CRA Board review, a final version of the Community Redevelopment Plan will be delivered to the CRA.

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CRA agrees to pay, and the CONTRACTOR agrees to accept payment as follows:

1. Upon completion and CRA acceptance of the Feasibility Study, completion date to be no later than March 7, 2013, unless the parties mutually agree to a different date, the CRA will pay CGA \$9,085.
2. Upon completion and CRA acceptance of the Market Study, completion date to be no later than April 19, 2013, unless the parties mutually agree to a different date, the CRA will pay CGA \$24,500.
3. Upon completion and CRA acceptance of the Community Redevelopment Plan Amendment, completion date to be no later than October 31, 2013, unless the parties mutually agree to a different date, the CRA will pay CGA \$111,815. At the discretion of the CRA, dependent upon satisfactory progress toward completion of the Community Redevelopment Plan Amendment, said amount may be paid according to the below schedule:
 - a. In the event the CRA exercises the reserved right to cancel work in this section of the contract, or modify the scope of services in this section of the contract, at the sole discretion of the CRA or in the event the completed feasibility study does not warrant an extension of the CRA sunset date, the CRA agrees to compensate CGA in accordance with the fee schedule attached in Exhibit B-1, for necessary work that was completed prior to any cancellation within 60 days of the date the CRA exercises said right.
 - b. In the event the CRA does not exercise the right to cancel work in this section of the contract, payment may be made according to the below schedule:
 - i. \$20,000 on or after April 1, 2013;
 - ii. An additional \$20,000 on or after May 1, 2013;
 - iii. An additional \$20,000 on or after July 1, 2013;
 - iv. The balance of \$111,815, or \$51,815, to be paid upon CRA acceptance of Final Community Redevelopment Plan Amendment and all associated deliverables.
4. CGA shall prepare an invoice according to the above schedule, and submit to the Project Coordinator for payment, prior to any CRA payment.

END OF EXHIBIT B

Exhibit B-1



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	215.00	LANDSCAPE ARCHITECT	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	130.00
Executive Assistant / Clerical	75.00	Environmental Administrator	125.00
		Landscape Architect	115.00
		Environmental Specialist	105.00
ENGINEERING		Landscape CADD Technician	95.00
Associate, Engineering (VI)	190.00	Environmental Assistant	85.00
Director, Engineering (V)	165.00	Landscape Inspector/Arborist	105.00
Project Manager (IV)	145.00	Landscape Designer	115.00
Project Engineer (III)	125.00	Landscape Site Plan Reviewer	130.00
Engineer (II)	105.00		
Jr. Engineer (I)	100.00	SURVEYING	
Engineer Technician	105.00	Associate, Surveying	165.00
Senior CADD Tech Manager	115.00	Senior Registered Surveyor	145.00
CADD Technician	95.00	Survey Crew	135.00
Traffic Engineer (II)	125.00	Registered Surveyor	130.00
Traffic Engineer (I)	100.00	Survey Coordinator	105.00
Traffic Technician	90.00	CADD Technician	95.00
Permit Administrator	90.00	3D Laser Scanner	355.00
		Hydrographic Survey Crew	330.00
DATA TECH DEVELOPMENT		G.P.S. Survey Crew	155.00
Associate, Data Tech Dev.	165.00	Sub-meter G.P.S	75.00
GIS Coordinator	145.00	Soft Dig (per hole)	480.00
GIS Specialist	125.00	Utility Locates (per hour)	205.00
Multi-Media 3D Developer	115.00		
GIS Technician	100.00	INDOOR AIR QUALITY SERVICES	
Sr. Applications Developer	165.00	Sr. Environmental Scientist	115.00
Applications Developer	135.00	Environmental Scientist	100.00
Network Administrator	155.00		
System Support Specialist	115.00	CONSTRUCTION	
IT Support Specialist	85.00	Associate, Construction	165.00
		Construction Management Director	135.00
GOVERNMENTAL SERVICES		Construction Manager	125.00
Associate, VP	190.00	Senior Inspector	100.00
Director of Code Enforcement	145.00	Inspector	90.00
Director of Building Code	145.00	Construction Coordinator	90.00
Project Manager	145.00		
Grants Administrator	125.00	EMERGENCY MANAGEMENT	
Code Enforcement Field Supervisor	110.00	Director	145.00
Code Enforcement Field Inspector	90.00	Planner	105.00
Building Official	115.00	Assistant Planner	90.00
Building Plans Reviewer	90.00		
Building Inspector	90.00	PLANNING	
Permit Processor	75.00	Associate, Planning	175.00
		Director of Planning	145.00
REDEVELOPMENT & URBAN DESIGN		Planning Administrator	135.00
Revitalization Project Director/Manager	165.00	Assistant Director	125.00
Revitalization Coordinator	130.00	Senior Planner	125.00
Alternative Funding/Technician	100.00	Assistant Planner	90.00
Commercial Zoning Administrator	130.00		
Redevelopment Planner	105.00	EXPERT WITNESS	
Specialist/Downtown Manager	100.00	Principal/Associate	330.00
Municipal Administrator	165.00	Registered Engineer/Surveyor	280.00
Municipal Assistant Administrator	130.00	Project Engineer	230.00
Municipal Department/Division Head	105.00		

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective February 1, 2011

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

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 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.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

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



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2 OP ID: PA

DATE (MM/DD/YYYY)
01/08/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Stephen E. Patton, AAI	954-776-2222	CONTACT NAME:	
	954-776-4446	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Casualty Ins. Co	NAIC # 29424
		INSURER B : Hartford Ins Co of Midwest	37478
		INSURER C : American Guar & Liab Ins Co	26247
		INSURER D : Hartford Fire Insurance Co.	19682
		INSURER E : Continental Casualty Company	20443
		INSURER F :	

INSURED **Calvin, Giordano & Associates, Inc.**
Attn: Dennis Giordano
1800 Eller Drive #600
Ft. Lauderdale, FL 33316

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			21UUNLK3645	01/01/13	01/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			21UENJB7000	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Coll \$1000		<input checked="" type="checkbox"/> Comp \$1000				PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB			AUC594612804	01/01/13	01/01/14	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB		<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBNO3209	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			AEH288358005	08/27/12	08/27/13	Per Claim 5,000,000
	Claim Made		RETENTION: \$200,000				Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Job Title - Amend the City of Naples Community Redevelopment Plan
 Bid Number - RFP#007-13
 The City of Naples is additional insured as respects the General Liability if required by written contract.

CERTIFICATE HOLDER

NAPLES1

The City of Naples
735 Eighth Street South
Naples, FL 34102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the President of the **Calvin, Giordano & Associates, Inc.** ("the CONTRACTOR"), 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 CRA of Naples (CRA). 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 CRA 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 CRA.
3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CRA 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 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 CRA, 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 CRA, the CONTRACTOR will indemnify, defend and hold the CRA harmless along with their officers, directors, employees, and affiliated or related persons and entities.
7. The CONTRACTOR acknowledges that the CRA 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 8 day of March, 2013.

By: [Signature]

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me this 8th day of January, 2013.

The Affiant, Dennis Giordano, 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 of other identifying number.

Sara R Blumkin
Print Name:

Sara R. Blumkin
NOTARY PUBLIC - STATE
OF Florida
Commission Number: EE 070533
My Commission Expires: Mar 21, 2015
(Notary Seal)

