

CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL SERVICES)

Bid/Proposal No. **14-040**

Clerk Tracking No. 14-00082

Project Name: **Professional Engineering Services for Jay and Patty Baker Park**

THIS AGREEMENT (the "Agreement") is made and entered into this 11th day of June 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **CDM Smith, Incorporated**, a Massachusetts corporation, authorized to do business in the State of Florida, whose business address is: **2180 West First Street, Suite 400; Fort Myers, Florida 33901** (the "CONSULTANT").

W I T N E S S E T H:

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

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

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

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

ARTICLE ONE
CONSULTANT'S RESPONSIBILITY

1.1. The Services to be performed by CONSULTANT are generally described as **Professional Engineering Services for Jay and Patty Baker Park** 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 CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

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

1.4. CONSULTANT 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 CONSULTANT'S project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the 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 CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT 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 CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7 The CONSULTANT 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 CONSULTANT violates the provisions of this paragraph, the CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT'S contractual relationship with the CITY for the special gain or benefit of the CONSULTANT 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 CONSULTANT'S services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONSULTANT;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

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 CONSULTANT 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 CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall be performed and completed by December 31, 2015**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONSULTANT 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

CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT'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 CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT'S performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is **\$467,000.00** 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 CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONSULTANT 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 CONSULTANT'S OWN STAFF**

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

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONSULTANT 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 CONSULTANT or by any of the CONSULTANT'S principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT 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 CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT 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 CONSULTANT'S remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT 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 CONSULTANT. In the event of such termination for convenience, the CONSULTANT'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 CONSULTANT that are directly attributable to the termination, but the CONSULTANT 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 CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT 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 CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and 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 CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT'S address of record:

CDM Smith, Incorporated
2180 West First Street, Suite 400
Fort Myers, Florida 33901
Attention: **Paul Pinault**, P.E., Associate
FEI/EIN Number: 04-2473650 State (MA)

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 CONSULTANT, 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 CONSULTANT 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.

14.7. The CONSULTANT 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 CONSULTANT shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

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.

END OF ARTICLE PAGE

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: *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

CONSULTANT:

CDM Smith, Incorporated
2180 West First Street, Suite 400
Fort Myers, Florida 33901
Attention: **Paul Pinault**, P.E., Associate
FEI/EIN Number: 04-2473650 State (MA)
A Massachusetts Corporation

By: *Paul Pinault*

Its: *Associate - Client Service Leader*

Amelia H. Davires
Witness

Amelia H. Davires
Witness Printed Name

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement is included in Exhibit A-1 which is attached and made a part of this Agreement.

END OF EXHIBIT A

EXHIBIT A-1

CDM SMITH SCOPE OF SERVICES

FOR

CITY OF NAPLES JAY AND PATTY BAKER PARK PRELIMINARY ENGINEERING (30%) DESIGN FOR BASE PARK AND THE GORDON RIVER GREENWAY CONNECTOR BRIDGE

This Scope of Services shall be incorporated in and become part of the Agreement for Professional Services between the City of Naples (CITY) and CDM Smith Inc. (CONSULTANT) hereafter referred to as the Agreement.

OVERVIEW

The CITY has envisioned the Jay and Patty Baker Park (Baker Park) project as an important element of the Gordon River Greenway Park system. The CITY has invested a considerable amount of time and effort to develop preliminary plans for the Gordon River Greenway Corridor development and the park that have been approved by the City Council and the public at large.

The site for the park is approximately 15 acres in size and is situated on an area that has been filled with a variety of materials. Available information indicates that the site was used primarily for the disposal of horticultural debris in the late 1970s and 1980s.

After consideration of several conceptual layouts for the park, the CITY selected Alternative F for design and construction. Alternative F includes over 40 different features and will be the western terminus for the Gordon River Greenway Connector Bridge.

The objectives of the this task authorization are to perform site surveying, geotechnical investigations and environmental studies as if a 30% design was being performed for the entire Alternative F Conceptual Master Plan but provide only a 30% engineering design for a basic park and the Gordon River Greenway Connector Bridge. Planning level cost estimates for park features contained in the Alternative F Conceptual Master Plan will be developed for review by staff and will provide information for from the City Council to direct what components of the park will be added to the park and proceed to 60% design. Technical information shall be provided to allow City staff and City Council flexibility in modifying the design. Design of park components included in Alternative F is not included.

SCOPE OF SERVICES

TASK 1 – DATA COLLECTION AND REVIEW AND IDENTIFICATION OF DATA NEEDS

CONSULTANT will obtain and evaluate available data provided by the CITY regarding the park site and the Gordon River Greenway. Data from the CITY will be used to develop and refine work plans for investigations. Data will also be obtained from other sources to evaluate the history of the park site and the Gordon River Greenway to support the design and permitting. Data that will be sought and, if available, review, includes but is not limited to:

- Existing topographical survey of the site.
- Boundary survey of the site.
- Historical aerials and other historical information regarding the site.
- Utility plans for the area around the park site and the park itself.
- Supporting information used to develop planning level cost estimates for the park and bridge.
- Information relevant to other permits issued along the Gordon River in the vicinity of the park and bridge.

We anticipate that additional sources of information will be discovered as information is obtained and reviewed.

TASK 2 – ENVIRONMENTAL PERMITTING ASSESSMENTS AND AGENCY COORDINATION

The following work elements will be performed to initiate the permitting process for the park site. Upon notice to proceed, it is anticipated that the assessments will be initiated at the approximate time meetings with regulatory agencies are scheduled.

Submerged Resource Survey

The entire park shoreline will be surveyed by two (2) divers and one (1) boat support staff member for safety and insurance reasons, to ascertain the presence and/or location of any submerged resources along the shoreline of this property and to determine where any future marine facilities should be located to reduce/ eliminate resource impacts. This will also serve to reduce permitting costs.

A 23 ft Seacraft vessel will be utilized for dive support during this in-water survey. Divers will be equipped with waterproof maps, waterproof field books, camera equipment (including video), a GPS, and a quadrat for percent cover estimations.

If in-water determination of genus and species cannot be made, then photos will be taken and if possible, one sample will be returned to the office for identification.

A report of findings with an exhibit of resource locations and area will be drafted for use to determine future marine facility siting. The resource survey will also become an appendix in the permit applications during Phase II of this process.

Wetland Survey

The site will be visited to map all of the habitats and open areas (FLUCCS Mapping) by a biologist, followed by the flagging of any potential jurisdictional wetland limits. A GPS will be used to identify wetland flag locations for planning purposes; however, an actual survey is recommended for permitting purposes that should also include mangrove drip and prop root line locations for acreage accuracy.

A FLUCCS Map with upland and wetland boundaries will be prepared for the Pre-Application meetings, planning purposes and mitigation estimates discussed at the end of this scope of

work.

Threatened & Endangered Species Survey

For the purposes of site planning and Pre-Application meetings, a cursory examination of the site during either a few early morning or late evening hours, for nests, dens, foraging activities, and other evidence of utilization will suffice. For permitting, additional early morning and late evening surveys might be required to satisfy wildlife agencies that we will not be impacting protected species.

All Phase I survey time is applied towards the total amount of survey time needed for Phase II as well and will not have to be repeated for the Phase II scope.

Cultural Resources Assessment Study

A review of pertinent records, maps, and aerial photographs will be conducted to determine if any previously recorded archaeological and/or historical sites occur on the site. If necessary, a field survey will be performed. Results will be documented in a brief letter report.

Preliminary Marine Facility Design & Cost Analysis

Based on the results of the submerged resource survey, agency coordination and coordination with project managers, a few preliminary marine facility designs will be created and a brief cost analysis for constructing each. The selected plans will be presented for Pre-Application meetings.

Up to two (2) dock and two (2) kayak launch alternatives will be prepared for review.

Pre-Permitting Agency Coordination & Pre-Application Meeting Attendance

Pre-Application meetings will be held with the various state and federal agencies responsible for permit issuance and for commenting on applications to better determine any special permitting requirements they foresee and to determine which state agency will be handling the various aspects of this project. For the park, it is expected that permits from FDEP, South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE) will issue permits for development of the park. Although FDEP State Lands would issue a Sovereign Submerged Lands Lease for potential docking structures, either FDEP or the SFWMD will issue the Environmental Resources Permit and the permit for the docks.

It is also possible that with historical aerial overlay research some of the in-water and wetland areas may not be state-owned and thus would not require a lease from FDEP. Meeting notes and recommendations will be prepared. Additional assessment and archaeological and cultural resources evaluations that may be required will be performed as part of the permit application scope of work, if necessary.

Prepare Timeline and Mitigation Estimates

Following agency and team coordination, a detailed timeline for permitting and construction will be created to assist with planning and budgeting. Additionally there will be a better (but still fairly preliminary) idea of mitigation planning and costs that might be associated with the plans we have at that time.

TASK 3 – PARK SITE SURVEY INCLUDING SURVEYING SUPPORT

The surveying scope includes but is not limited to:

- A new topographic survey of the proposed park site to be performed upon completion of the dredge dewatering project.
- The water's edge and river bottom along the site where boat docks and other shoreline park features may be located.
- The landing area for the west side of the bridge.
- Wetlands jurisdictional boundaries and other possible environmental and archaeological features.
- Building, filter marsh and other existing site features.
- Utility survey will be performed of all utilities on the site as well as on adjacent properties.

All geotechnical borings (Task 6) will be located by the surveyor.

TASK 4 – CIVIL STORMWATER AND SITEWORK ENGINEERING FOR PARK

CONSULTANT will prepare 30% design drawings and cost estimate for the layout of the park. The 30 % civil engineering design will be presented in a Preliminary Design Report (PDR). The design approach will address requirements of the State and local agencies for stormwater management and will consider the basic elements of the park and the variety of elements that are included in Alternative F. Work elements include:

- Development of a stormwater model for the park. Pre- and post-development models that simulate a basic park and Alternative F will be run.
- Preliminary grading and paving plans for the park including parking lot, building/structure footprints, and paved paths.
- Stormwater treatment and disposal features such as surface water bodies, the rain gardens and filter marshes.

In addition, this task includes the 30% for the non-potable water requirements for the park, which includes coordination with the CITY's landscape architect with respect to irrigation. This includes:

- Demand estimation including identification of major non-potable demand sources, peak demand flows/pressures and the source(s) of non-potable water.
- Distribution design criteria including pipe diameters and probable pipe routes.
- Reuse connection, well design or surface water intake criteria.

The PDR will include the following:

- An executive summary of the design recommendations and costs.

- A summary of the design process with meeting minutes as an appendix
- Summary of design criteria.
- Results of preliminary stormwater modeling.
- Preliminary site plan showing locations of proposed site features.
- Grading plan showing proposed preliminary grades and drainage features.
- Summaries of the environmental assessment and permitting requirements for wetlands and threatened and endangered species, and archeological sites
- Preliminary engineer's cost estimates and for the base park at the 30% design level for civil site work.
- Planning level construction cost and operations and maintenance cost estimates for the park and potential park components listed in the Naples Gordon River Park Probable Cost Budget (All Phases) dated February 21, 2014, prepared by MHK Architecture.. Included will be anticipated replacement costs and intervals for critical elements of the park.
- Identify additional data requirements.

TASK 5 – GEOTECHNICAL INVESTIGATION OF PARK SITE

CONSULTANT will perform an initial geotechnical investigation for the park site and the proposed pedestrian bridge. The investigation will consist of the following tasks.

- Review available geotechnical reports and other relevant information for the site and nearby projects.
- Observe and coordinate the investigation.
- A geotechnical engineer and/or geologist will log each exploration and locate and determine the depths of explorations based on the actual conditions encountered. Prepare logs of the explorations.
- Select samples for geotechnical laboratory testing, which may include the following tests:
 - Moisture content (up to 25)
 - Grain size analyses (up to 12)
 - Atterberg limits (up to 5)
 - Modified Proctor compaction tests (up to 2)
 - Consolidation tests (up to 3)
 - Specific gravity tests (up to 2)
 - Triaxial shear strength tests (up to 3)
 - Unconfined compression tests on rock samples (up to 4)

This task includes the following number of borings and tests:

- 20 borings up to 20 feet below land surface (BLS).

- Eight borings up to 50 feet BLS.
- Continuous Standard Penetration Tests (SPT) sampling to 20 feet BLS.
- SPT sampling at 5-foot intervals from 20 feet to total depth.
- Collect up to 5 Shelby Tube samples.
- One boring up to 50 feet BLS with continuous SPT sampling.
- Five cone penetrometer tests up to 50 feet BLS.
- Grout boreholes when completed.
- Collection and analysis of groundwater samples using direct push technology from up to 10 locations for groundwater quality screening to evaluate groundwater quality near the periphery of the property to select suitable locations for stormwater management.

TASK 6 – GORDON RIVER GREENWAY CONNECTOR BRIDGE 30% DESIGN

The scope of work for the Gordon River Greenway Connector Bridge is for the 30% engineering design of the bridge including structural, civil, geotechnical and electrical preliminary engineering and the environmental assessments that will be necessary for permitting. The scope of work below and cost estimate is not intended to meet FDOT requirements which would only be necessary in the event that State or Federal funding for the bridge were provided. Work elements that will be performed for the 30% design of the bridge are described below.

Subtask 6.1 Structural and Civil Engineering

- Refine the bridge structure as shown at the concept stage as expressed for the three-span bridge shown in the Gordon River Greenway Connector: Project Concept Report: Appendix A: Sheet No. 7.
- General design criteria will be developed based on the following:
 - Bridge will be configured to carry pedestrian and bicyclists, and will embody a bridge rail that is specification compliant for each.
 - Bridge will be configured to carry the load of a light maintenance vehicle which will be approximated by an AASHTO H10 truck load or its LRFD Specification equivalent. However, the bridge rail will not be designed for vehicular loads.
 - The bridge will be designed in accord with the LRFD Guide Specifications for Design of Pedestrian Bridges, 2nd Edition and/or the Guide Specifications for Design of FRP Pedestrian Bridges, 1st Edition, 2008, or both, whichever govern.
- The bridge will accommodate a waterway opening consistent with the Concept Report above and US Coast Guard requirements, to be determined during the 30% development, and in anticipation of design for passage of recreational marine crafts, not to include tall mast vessels. It is not anticipated that a fender system will be needed, but bridge substructures will be configured to resist marine vessel loads. Requirements for permitting of bridge spans, elements and their configuration will be identified and developed sufficiently for bridge permitting. Permitting and report preparation will be by others, but CDM Smith will assist or supply appropriate sketches for the permitting, and assist and participate directly in permitting.

- Design and drawings will be developed to 30% stage, which will consist primarily of the bridge General Plan and Elevation, necessary bridge sections for Owner approval, approximate features of the bridge deck and rail, and the selection of principal bridge materials (deck, etc.). Bridge durability will be an important consideration in the selection of bridge materials. The bridge spans for the navigational crossing, as well as the approach bridge span and configuration, will be selected by interactive design and consultation with the project architect.
- Bridge substructure elements are expected to be timber, composite, or precast piling trestle systems. The merits of each will be evaluated.
- Bridge superstructures are anticipated to be of precast concrete and cast-in-place or timber decking. Durable composite materials will also be evaluated for decks.

In addition to plans development for the 30% effort, a Preliminary Design Report will be prepared discussing in brief the options, considerations and logic of the selections made

The Preliminary Design Report for the bridge will include:

- An executive summary of the design recommendations and costs.
- A summary of the design process with meeting minutes as an appendix
- Summary of design criteria.
- Identification of bridge construction techniques.
- A summary of the regulatory meetings and correspondence and significant decisions which directed the design
- A summary of the geotechnical investigation
- Summaries of the environmental assessment and permitting requirements for wetlands and threatened and endangered species, and archeological sites
- Preliminary 30% construction cost estimate with backup and operation and maintenance cost estimates.
- Identify additional data requirements
- Key issues which need resolution prior to final design

After comments are addressed a pre-final PDR for the bridge will be prepared and submitted to the CITY staff. The final PDR will become the basis for the 60% design of the bridge.

Subtask 6.2 Geotechnical Engineering

A geotechnical investigation and geotechnical engineering for the bridge are included in this task. The geotechnical investigation will include the following:

- 6 borings to a depth of up to 50' below bottom of river.
- Continuous standard penetration test (SPT) sampling to 20' below bottom of river.
- SPT sampling at 5' intervals from 20' to total depth (TD).
- Provide and install booms etc. to prevent turbidity.

- Collect up to 4 Shelby Tube samples.
- Select samples for geotechnical laboratory testing, which may include the following tests:
 - Moisture content (up to 5)
 - Grain size analyses (up to 5)
 - Atterberg limits (up to 3)
 - Modified Proctor compaction tests (up to 2)
 - Consolidation tests (up to 2)
 - Specific gravity tests (up to 2)
 - Triaxial shear strength tests (up to 3)
 - Unconfined compression tests on rock samples (up to 2)

Results of the geotechnical investigation and evaluation and will be included in the PDR.

Subtask 6.3 Environmental Permitting Assessment and Agency Coordination

Included in this scope of services is a considerable amount of initial reconnaissance and data collection for both project planning and Pre-Application meetings. Items such as the Submerged Resource Survey, Wetland Survey and Threatened & Endangered Species Survey may not require any further time during the ERP application preparation and processing, unless specifically required by an agency's request. As such, the scope of work for ERP Preparation would be limited to application forms, a few extra exhibits and mitigation and habitat management plan preparation, most likely.

In terms of agencies which would review the application, one state agency would be selected to review both stormwater and marine facility aspects. Frequently it is not known until the Pre-Application Meetings or initial agency contact, if that agency will be the South Florida Water Management District or the Florida Department of Environmental Protection. Both agencies permit stormwater, docks and process submerged lands leases. Submerged Lands Leases will be processed by the state project reviewer, however its ultimate issuance will come from FDEP State Lands in Tallahassee. Additional assessments that may be required will be included with the subsequent scope of work for preparation of permit applications.

Submerged Resource Survey

The entire bridge span and both shoreline connection locations will be surveyed for several different bridge location alternatives by two (2) divers and one (1) boat support staff member for safety and insurance reasons, to ascertain the presence and/or location of any submerged resources. Findings will be used for bridge footprint siting to reduce/ eliminate resource impacts. This will also serve to reduce permitting costs.

A 23 ft Seacraft vessel will be utilized for dive support during this in-water survey. Divers will be equipped with waterproof maps, waterproof field books, camera equipment (including video), a GPS, and a quadrat for percent cover estimations.

If in-water determination of genus and species cannot be made, then photos will be taken and if possible, one sample will be returned to the office for identification.

A report of findings with an exhibit of resource locations and area will be drafted for use to determine the best location for this bridge. Historically the best option environmentally has been the shortest span alternative, however the last resource survey conducted was in 2008 and conditions can change. The resource survey will also become an appendix in the permit applications during Phase II of this process.

Wetland Survey

The site will be visited to map of all habitats and open areas (FLUCCS Mapping) by a biologist, followed by the flagging of any potential jurisdictional wetland limits. Additionally, close attention will be paid to all areas where there might be possible bridge/foot path impacts to help with the siting alternatives. In some cases, field location of a path is the best option.

A GPS will be used to identify wetland flag locations for planning purposes, however an actual survey is recommended for permitting purposes. Any areas where mangrove impacts will occur will require surveyed mangrove root and drip lines for accuracy.

A FLUCCS Map with upland and wetland boundaries will be prepared for the Pre-Application meetings, planning purposes and mitigation estimates discussed at the end of this scope of work.

Threatened & Endangered Species Survey

For the purposes of site planning and Pre-Application meetings, a cursory examination of the site during either a few early morning or late evening hours, for nests, dens, foraging activities, and other evidence of utilization will suffice. For permitting, additional early morning and late evening surveys might be required to satisfy wildlife agencies that we will not be impacting protected species.

All Phase I survey time is applied towards the total amount of survey time needed for Phase II as well and will not have to be repeated for the Phase II scope.

Cultural Resources Assessment Study

A review of pertinent records, maps, and aerial photographs will be conducted to determine if any previously recorded archaeological and/or historical sites occur on the site. If necessary, a field survey will be performed. Results will be documented in a brief letter report.

Preliminary Bridge Footprint

Based on the results of the submerged resource survey and field verification of bridge connection locations, agency coordination and coordination with project managers, a few preliminary footprint bridge and required marker designs will be created with criteria stemming from coordination with both US Coast Guard (USCG) and Florida Fish and Wildlife Conservation Commission (FWC). The selected plans will be presented for Pre-Application meetings.

Pre-Permitting Agency Coordination & Pre-Application Meeting Attendance

Preliminary contact will be made with the various state and federal agencies responsible for permit issuance and for commenting on applications to better determine any special permitting

requirements they foresee and to determine which state agency will be handling the various aspects of this project. Meeting notes and recommendations will be prepared.

It is also possible that with historical aerial overlay research some of the in-water and wetland areas may not be state-owned and thus would not require a lease from FDEP.

A Pre-Application meeting would take place with the state and the Corps of Engineers to vet any potential issues and help prepare the permitting timeline and mitigation estimates. Since the eastern portion of the bridge is located on privately-owned lands, there may be a meeting required with the Naples Airport Authority and the Conservancy of Southwest Florida, the holder of the conservation easement within the private property.

Prepare Timeline and Mitigation Estimates

Following agency and team coordination, a detailed timeline for permitting and construction will be created to assist with planning and budgeting. Additionally there will be a better (but still fairly preliminary) idea of mitigation planning and costs that might be associated with the plans we have at that time.

In addition to plans development for the 30% effort, the Preliminary Design Report will be prepared discussing in brief the options, considerations and logic of the selections made. Bridge construction techniques will be identified and discussed. The discussion will identify any measures needed during bridge construction for the protection of the environment or local species.

TASK 7 – PROJECT MANAGEMENT, QUALITY CONTROL AND MEETINGS

Activities performed under this task consist of those generally administrative functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's quality standards. One formal Technical Review Committee (TRC) meeting has been budgeted for and will be conducted before submitting the pre-final Preliminary Design Report. Representatives of the CITY and the CITY's Architectural team will be invited to attend.

Included in this task is the cost for the workshop with City Council regarding the Basis of Design Report.

CONSULTANT expects to have three meetings with the CITY's Architectural Team after the Kick-Off Meeting to coordinate the development of the preliminary Design. The CITY's architectural team will be working on architectural and architectural Landscape concepts for the park and the bridge which will be coordinated with the CONSULTANT engineering and cost estimating. Up to three members of the CONSULTANT team will be present at each meeting in Naples while others as necessary will participate by video or conference call as needed.

Project Status Reports – CONSULTANT's project manager will prepare and submit monthly status reports to accompany each invoice throughout the duration of this project.

ASSUMPTIONS

- Scope of work is based on conceptual plans for Alternative F provided by the City (**Attachment 1**).
- Scope and cost for bridge is based on information provided for the three-span bridge for Alternative Alignment 1 as shown in the Gordon River Greenway Connector: Project Concept Report: Appendix A: Sheets No. 5 through 7.
- Additional work that may be required by FDEP will be covered by a separate authorization.
- All drill cuttings will remain on site.
- No utilities to be supported by the bridge.
- Boundary survey is acceptable for design work.
- FDEP will not require an assessment or closure permit.
- The presence of methane is assumed and design of enclosed structure will consider the presence of methane.

SCHEDULE

Work under this contract will begin immediately upon receipt of Notice to Proceed. The draft Preliminary Design Report will be submitted to CITY staff before November 21, 2014. The draft Preliminary Design Report will be provided to City Council by December 1, 2014. The workshop regarding the Preliminary Design Report is scheduled for December 15, 2014. Schedules for other deliverables may be determined as the work progresses.

CITY OF NAPLES (OWNER) RESPONSIBILITY

The City of Naples will be responsible for the following:

- Architectural work and cost estimating for non-engineered architectural features is assumed to be provided by MHK Architecture in accordance with their scope as provided to the CITY
- Landscape Architectural work and cost estimating for non-engineered landscape architectural features is assumed to be provided by Architectural Land Design in accordance with their scope as provided the CITY
- Boundary survey
- Provide access to site and Greenway on east side of Gordon River
- City will provide available data regarding site and adjacent properties as applicable

COMPENSATION

Travel costs will be reimbursed based on the following:

- Expenses for travel in Lee and Collier counties considered local and will not be reimbursed by CITY.
- Non-local travel expenses must be approved by CITY in advance.

In the Basic Services performed under the Scope of Work, the OWNER agrees to pay the CONSULTANT as follows:

For work done by the CONSULTANT at the hourly billing rate for the category of the individual performing the work, for all time directly chargeable to the project plus subconsultant cost and actual out-of-pocket expense cost. The CONSULTANT's Rate Schedule is attached as **Attachment 2**.

Other direct costs are all costs other than CONSULTANT labor and outside professional (subconsultant) costs that are incurred during the progress of the work. The actual out-of-pocket expense costs may include: air fare, automobile rental if required, mileage charges (non-local), parking, tolls, taxi, meals, lodging, and other miscellaneous costs incurred specifically for this project. Actual other direct costs and outside professional (subconsultant) costs will be invoiced as shown on the Rate Schedule.

CONSULTANT will submit invoices on a monthly basis along with written monthly status reports.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment as indicated in Exhibit B-1, which is attached and made part of this Agreement.

END OF EXHIBIT B

Collier County
City of Naples Jay and Patty Baker Park and Gordon River Greenway Connector Bridge 30% Design (Alternative
Fee Estimate
June 9, 2014

Task Description	Officer-in	Senior Project	Senior Engineer	Engineer	Senior Technician	Designer	Senior Inspector	Clencal	Totals Labor Costs		Other Direct	Outside	Total Costs								
	Charge/Senior Technical Specialist \$206 /hr	Manager \$172 /hr	\$157 /hr	\$123 /hr	\$85 /hr	\$100 /hr	\$96 /hr	\$62 /hr	hours	costs	Costs	Professionals									
Task 1 - Data Collection and Review and Identify Data Needs	16	\$3,296	8	\$1,376	8	\$1,256	8	\$984	48	\$4,080	0	\$0	0	\$0	8	\$496	96	\$11,488	\$0	\$0	\$11,488
Task 2 - Environmental Permitting	16	\$3,296	0	\$0	12	\$1,884	0	\$0	0	\$0	0	\$0	0	\$0	2	\$124	30	\$5,304	\$0	\$23,365	\$28,669
Task 3 - Site Survey	1	\$206	0	\$0	8	\$1,256	0	\$0	0	\$0	0	\$0	0	\$0	4	\$248	13	\$1,710	\$0	\$25,275	\$26,985
Task 4 - Civil Engineering	60	\$12,360	104	\$17,888	0	\$0	154	\$18,942	0	\$0	110	\$11,000	0	\$0	12	\$744	440	\$60,934	\$500	0	\$61,434
Task 5 - Geotechnical Investigation	18	\$3,708	40	\$6,880	0	\$0	120	\$14,760	0	\$0	0	\$0	0	\$0	0	\$0	178	\$25,348	\$500	\$31,000	\$56,848
Task 6 - Bridge 30%	142	\$29,252	120	\$20,640	168	\$29,516	160	\$19,680	0	\$0	98	\$9,600	180	\$15,360	4	\$248	670	\$124,296	\$500	\$82,000	\$216,796
Task 7 - Project Management, Meetings and Quality Control	238	\$49,028	24	\$4,128	36	\$5,652	0	\$0	0	\$0	0	\$0	0	\$0	56	\$3,472	354	\$62,280	\$500	\$2,000	\$64,780
Total (T&M)	481	\$101,148	296	\$50,912	252	\$39,564	442	\$54,366	48	\$4,080	208	\$20,600	180	\$15,360	88	\$5,332	1981	\$281,360	\$2,000	\$173,640	\$467,000

SCHEDULE B: RATE SCHEDULE

Title	Standard Hourly Rate
Principal	\$ 206.00
Senior Project Manager	\$ 172.00
Project Manager	\$ 147.00
Senior Engineer	\$ 157.00
Engineer	\$ 123.00
Senior Inspector	\$ 96.00
Inspector	\$ 76.00
Senior Planner	\$ 139.00
Planner	\$ 110.00
Senior Designer	\$ 114.00
Designer	\$ 94.00
Environmental Specialist	\$ 109.00
Senior Environmental Specialist	\$ 134.00
Scientist/Geologist	\$ 93.00
Senior Scientist/Geologist	\$ 118.00
Marine Biologist/Hydrogeologist	\$ 110.00
Senior Marine Biologist/Hydrogeologist	\$ 138.00
Senior GIS Specialist	\$ 139.00
GIS Specialist	\$ 102.00
Clerical/Administrative	\$ 62.00
Senior Technician	\$ 85.00
Technician	\$ 72.00
Surveyor and Mapper	\$ 120.00
CADD Technician	\$ 81.00
Survey Crew - 2 man	\$ 130.00
Survey Crew - 3 man	\$ 161.00
Survey Crew - 4 man	\$ 189.00
Senior Architect	\$ 154.00
Architect	\$ 121.00

This list is not intended to be all inclusive. Hourly rates for other categories of professional, support and other services shall be mutually negotiated by Collier County and firm on a project by project basis as needed.

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The CONSULTANT 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 CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as 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 CONSULTANT 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 sub-consultant 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 CONSULTANT'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 CONSULTANT shall provide, and shall cause each sub-consultant 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 CONSULTANT shall take out and maintain during the life of this Contract, Commercial General Liability insurance using ISO form CGL 00 01 014 13 or its equivalent and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, , Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him for 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 sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

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

CONSULTANT shall maintain during the life of this contract Professional Liability/Errors and Omissions in the minimum amount of **\$1,000,000** per claim. Coverage shall apply for a minimum of three years following the completion of services hereunder.

If a Subconsultant(s) is utilized by consultant to provide services under this contract, then any and all subconsultants shall maintain and provide proof of all insurances required of the consultant.

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-__]

END OF EXHIBIT C

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is an **Associate of the CDM Smith, Incorporated** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT'S files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, 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 CONSULTANT being liable for any violation of the law by such third parties.

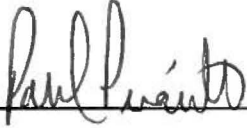
4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in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

5. The undersigned, on behalf of the CONSULTANT, 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 CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

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

Executed this 10th day of June, 2014.

By: 

ACKNOWLEDGMENT

STATE OF ^{mem} ~~FL~~ FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 10th day of June, 2014.

The Affiant, Paul Pinault, 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.

Meghan A. Marion
Print Name:

Meghan A. Marion
NOTARY PUBLIC - STATE

OF FLORIDA

Commission Number: EE 61819

My Commission Expires: March 20, 2015

(Notary Seal)

