

**CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL SERVICES - ENGINEERING)**

Bid/Proposal No. **14-049**

Clerk Tracking No. 14-00105

Project Name: **Professional Services for Central Avenue Improvements Project**

THIS AGREEMENT (the "Agreement") is made and entered into this 20th day of August, 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Kimley-Horn and Associates, Incorporated**, a North Carolina Corporation, authorized to do business in the State of Florida, whose business address is: **2601 Cattlemen Road, Suite 200; Sarasota, Florida 34232** (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 Services for Central Avenue Improvements Project** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The 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 with a final completion by June 30, 2015**. The Project will include a close out time frame of (60) sixty days from final completion. 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 **\$397,251** 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:

Kimley-Horn and Associates, Incorporated
2601 Cattlemen Road, Suite 200
Sarasota, Florida 34232
Attention: **Gary Nadeau**, P.E./Project Manager
FEI/EIN Number: 56-0885615 State (NC)

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:

Kimley-Horn and Associates, Incorporated
2601 Cattlemen Road, Suite 200
Sarasota, Florida 34232
Attention: Gary Nadeau, P.E./Project Manager
FEI/EIN Number: 56-0885615 State (NC)
A North Carolina Corporation

By: Gary Nadeau
Its: Associate

Jordan E. Leep
Witness

JORDAN E. LEEP
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



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**CONSULTING ENGINEERING AGREEMENT FOR:
Central Avenue Improvements from 8th St. to Riverside Circle****PURPOSE**

The purpose of this document is to describe the scope of work and the responsibilities of the ENGINEER and the CITY, in connection with the completion of necessary Transportation Planning/Traffic Study, Public Involvement activities and the Streetscape Design and preparation of a complete set of roadway construction plans for the proposed improvements to **Central Avenue**. The limits of the improvements are identified from 8th St. to Riverside Circle, and generally consist of all improvements needed for the streetscape improvements to ultimately accommodate improved vehicular, pedestrian, parking and bicycle movements along project corridor to Riverside Circle for a total distance of approximately half (1/2) mile.

The PROJECT consists of streetscape, intersection, and multimodal improvements to Central Avenue between 8th St. to Goodlette-Frank Road with lighting extending to the roundabout located at Riverside Circle, a distance of 0.5 miles. A detailed traffic modeling approach will be utilized to fully assess lane requirements and level of service resulting from possible lane modifications. Ultimately proposed improvements will result in a more balanced approach improving all modes of travel through the corridor including, motor vehicles, bicycles and pedestrians. Improvements to the corridor will consist of roadway reconfigurations, by milling and resurfacing or complete reconstruction, drainage improvements to reduce recurrence of flooding along corridor, utility improvements to increase the water main size and add reclaimed water service along the corridor, landscaped median and roadside edges, signalization improvements and street lighting.

The Central Avenue Improvement design will consist of the following:

1. Detailed traffic modeling assessment to determine lane requirements, existing and future level of service requirements based on possible lane modification.
2. Milling and resurfacing/reconstruction of Central Avenue, from 8th St. to Goodlette-Frank Road-Park Entrance, as necessary to accommodate proposed lane requirement and accommodation of continuous pedestrian and bicycle facilities along corridor. Parking will also be evaluated and improved to better define various pedestrian and vehicular zones.
3. Existing drainage along the project corridor will be improved to more effectively convey 5yr or better stormwater runoff, minimize existing flooding, and Consultant will evaluate alternatives for ultimately discharging stormwater runoff to stormwater pump station located at 3rd Ave. North.
4. Upgrading water services main from 9th St. to Goodlette-Frank Road and installing a potable water main, sizes to be provided by City of Naples.
5. Design of pedestrian level lighting from 8th St. to Riverside Circle, consistent with pedestrian level lighting features within the vicinity.
6. Hardscape intersection improvements will be evaluated and recommended for the intersection of US41, 10th St. 12th St. and Goodlette-Frank Road.
7. Landscape and hardscape improvements will be consistent with landscape pallet utilized along 10th St. to integrate a cohesive landscape theme within the corridor.



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The ENGINEER shall perform the services required to complete a 30% conceptual assessment and prepare sets of contract plans and documents for bidding to include roadway, drainage, signing and pavement markings, signalization, landscape and irrigation plans, lighting and utility design services. The ENGINEER will also work with the Florida Department of Transportation (FDOT) to coordinate the application for a permit for pavement and possibly signalization modifications at the intersection of US41 and Central Avenue, as well as a permit for modification to the existing connection to the FDOT drainage system on US 41 and Collier County for improvements to Goodlette-Frank Road intersection improvements.

SCOPE OF SERVICES

Task 1 – Planning and Public Involvement

A. Traffic Operations Analysis

The ENGINEER will perform the following traffic data collection, forecasting, and traffic analysis tasks to support design traffic recommendations for the project corridor.

1. **Data Collection:** Compile traffic data regularly collected by the CITY as part of its Traffic Count Program and collect turning movement counts at the following intersections, during both the AM and PM peak hour:
 - a) Central Avenue at 8th Street (eight hours)
 - b) Central Avenue at 9th Street (US 41) (four hours)
 - c) Central Avenue at 10th Street (eight hours)
 - d) Central Avenue at 12th Street (eight hours)
 - e) Central Avenue at Goodlette Frank Road (four hours)
2. **Crash Data Review:** Using three to five years of crash data provided by the CITY review the crash data and identify correctable trends that should be included in the project.
3. **Traffic Forecasting:** Develop 2035 Design Hour Turns for the intersections listed above by forecasting traffic demand for the Central Avenue corridor extending from 8th Avenue North to Goodlette Frank Road. The Lee County MPO/Collier County MPO model will be used to model daily traffic volumes. Anticipated traffic impacts for all land uses within the Riverside Circle complex, Mangrove Bay Development, the city dog park and the future Baker Park development will be included in the traffic forecast.
4. **Design Traffic Analysis:** Analyze the study intersections listed above using Synchro Professional software to calculate travel time, level of service, average delay per vehicle, and queues for the following scenarios:
 - a) Existing Conditions (AM and PM peak period)
 - b) Design Year No-Build (AM and PM peak period)
 - c) Design Year with Project Modifications (AM and PM peak period)



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5. **Recommendations:** Provide recommendations on intersection geometry (number of through lanes, turn lanes and turn lane lengths) and intersection signal coordination (signal timing) that optimizes traffic conditions in conjunction with N/S signal coordination.
6. **Equivalent Single Axle Loadings (ESAL):** Calculate ESALs to support the pavement design consistent with FDOT and AASHTO procedures.
7. **Technical Memorandum:** Document results and recommendations from the traffic operations analysis in a technical memorandum that will be a part of the project's Design Documentation. Revise the technical memorandum one time to incorporate client input.

B. Project Concept

Using available base mapping and previously prepared concepts as a guide, traffic, and environmental information, and City staff input, The ENGINEER will prepare one (1) conceptual layout of the road reflecting the outcome of traffic operational analysis. The ENGINEER will also develop typical sections for the conceptual layout. This concept will be laid out using the design survey on aerial imaging that is suitable for public review. This concept will be used to reach decisions on a final lane configuration, parking configuration, plan, and typical section for implementation.

C. Surveying/Mapping Services

The ENGINEER will sub consult with a registered professional land surveyor ("LAND SURVEYOR") to provide surveying services as part of the Planning and Public Involvement task as described below:

1. **Survey Control Horizontal/Vertical:** The LAND SURVEYOR will establish horizontal and vertical control on the proposed and set 5 benchmarks and control points along said route using the datum as specified by the design.
2. **Records Research:** The LAND SURVEYOR will obtain information from the Collier County Property Appraiser's Office, Collier County Clerk of Courts, FDOT, and Bureau of Land Management to acquire record evidence of parcel ownership, existing right-of-way limits for Central Avenue, US 41 and all intersecting roadways, certified corner records and horizontal and vertical control and shown on a plan sheet file and in CADD.
3. **Base Map Digital Control File:** The LAND SURVEYOR will create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. These right-of-way lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.
4. **Route Survey and Topography:** The LAND SURVEYOR will obtain cross-section elevations at 100-foot intervals along the route and extend a distance of 50 feet right and 50 feet left of the centerline alignment. Above ground improvements, including trees lying within 10 feet either side of the proposed right of way line will be located. Surface evidence of underground utilities, including valves and manholes, will be located. All commercial buildings will be located along the proposed route. Invert elevations and pipe sizes will be obtained on all structures along the proposed route.

The following intersections will be surveyed to obtain cross section elevations at 100-foot

Kimley»Horn

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intervals within the existing right-of-way:

- a) US 41 – each way (north and south) along US 41 100 feet North and South.

The LAND SURVEYOR may be required to obtain topographic data in one (1) drainage retention areas, adjacent to and near Central Avenue, as additional services as necessary.

D. Geotechnical Explorations

Kimley-Horn will subcontract with a geotechnical subconsultant (“Geo-Tech”) to provide geotechnical investigations for the project.

Geo-Tech's scope of services for this project will consist of the following:

1. Five (5) Pavement cores spaced every 500 ft. along corridor.
2. Twelve (12) soil borings to depths of ten (6) feet below existing grade in the existing roadway right-of-way. Soil borings will be performed on two-hundred (200) foot centers in alternating sides of the roadway to classify existing road base and ground water elevation.

Samples will be recovered from the roadway soil borings per ASTM standards and returned to the laboratory for visual classification per the AASHTO Classification Group System. A report will be issued presenting the findings, evaluations and recommendations to aid in the design of the proposed roadway expansion.

E. CRAB and Advisory Board Meetings

The ENGINEER will meet with the CRAB and with City Council separately to discuss the project and obtain any input regarding the 30% and 60% submittals, a total of four (4) meetings are anticipated for this task. CRA and City Council meetings will require the preparation of corridor renderings and illustrative 3D graphics to convey street scape concept.

F. Scheduled Public Meetings

The ENGINEER will prepare for and attend two (2) scheduled public meetings as described below.

Meeting #1: Community Meeting: The purpose of this meeting is to inform citizens of the 30% design concept and ENGINEER's recommendations. The ENGINEER will prepare and disseminate an invitation to the public meeting by using Collier County Property Appraiser data to identify property owners 500 feet of the project corridor. The ENGINEER will invite other stakeholders including representatives from Collier County Government, the City of Naples, the Florida Department of Transportation District 1, the members of the MPO and any stakeholders directed by the CITY. The ENGINEER will prepare and submit a newspaper display legal advertisement in announcing the date, time, location, and purpose of the public meeting, and identifying the location of the project. The ENGINEER will prepare project display to illustrate the concept. The ENGINEER will prepare and present a power point presentation that explains the project alternatives and project next steps. The ENGINEER will participate in open dialogue with members of the public in attendance at the meeting. The ENGINEER will prepare a summary of the public meeting, and will prepare written responses to all written public inquiries.

Meeting #2: Community Meeting: The purpose of this meeting is to inform citizens of the 60% design concept and ENGINEER's recommendations. This community meeting will provide a recommendation of



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a final concept, typical section and a summary of public and City of Naples comments. The purpose of the meeting will be to obtain the consensus of the community for the approved concept.

G. Stakeholder Meetings

In addition to agency kick-off and scheduled public meetings, the ENGINEER will prepare for and attend up to ten (10) stakeholder meetings onsite with public citizens, agencies, or stakeholders as necessary and/or directed by the CITY.

H. Final Concept Documentation

After the 30% City Council & advisory board presentation and public meetings, the ENGINEER will summarize the recommended concept, public meetings and engineering factors that led to the selection of the conceptual alternatives in a concise Final Concept Alternative Memorandum. The concept plan included in the memorandum will be based on the final traffic recommendations, design survey and illustrate, sidewalk, driveway access and parking concept, and horizontal layout of the proposed plan. The memorandum will generally include the following information:

1. Engineer's Executive Summary of issues considered and Engineer's Certification,
2. Results of Updated Traffic Operations Analysis,
3. Typical Sections,
4. Design Criteria,
5. Preliminary streetscape improvement plans,
6. Drainage summary,
7. Geotechnical summary,
8. Landscape concepts,
9. Meeting minutes from all meetings with public officials,
10. Meeting minutes from the community meeting,
11. Summary of adoption by CITY.
12. Opinion of Probable Construction Cost

Task 2 – Streetscape Roadway Design Improvements

The ENGINEER will prepare a complete Streetscape Design Package as described below. This work effort includes the roadway and drainage, utility, lighting design analysis needed to prepare a set of Roadway Plans, Drainage Plans, Traffic Control Plans, Traffic Signal Timing Plans, Signing and Pavement Markings, Lighting, Utility, Environmental Permits and other necessary documents.



A. General/Project Administration

Project administration activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The ENGINEER will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The ENGINEER will participate in a kick-off meeting with the CITY and the project team.
3. *Monthly Progress Meetings*: on a monthly basis, The ENGINEER will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The ENGINEER will maintain the project schedule and review/update the schedule at each progress meeting. Eight (8) monthly meetings are budgeted for this project.
4. *Progress Reports and Invoices*: The ENGINEER will prepare a monthly progress report to be included with the monthly invoice.

B. Streetscape Roadway Design Improvement Plans

The ENGINEER will prepare roadway design plans on 11"x17" sheets depicting the needed streetscape improvements. The streetscape improvement design plans will consist of the following sheets:

1. **Key Sheet.**
2. **General Notes.**
3. **Typical Sections** – Typical sections will be developed to illustrate the recommended roadway improvements from the planning/traffic study.
4. **Pavement Design** – A pavement design for accommodating the existing pavement structure (if feasible) will be developed, including milling and resurfacing improvements and possibly reconstruction improvements pavement design.
5. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
6. **Streetscape Improvement Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, sidewalk, hardscape and re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures. Plan sheets will include individual property owner names and addresses for each parcel located along the corridor.
7. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
8. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential and commercial driveway connections.



9. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and Drainage structure sections for each drainage structure proposed for the project.
10. **Cross Sections** (Up to 56 cross sections) – Roadway cross sections will be developed at 50-foot intervals.

11. **Miscellaneous Detail sheets**

12. **Traffic Control Plan**

The ENGINEER will design a safe and effective (Level II) Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design will include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration will be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

Maintenance of Traffic requirements for the construction of this project will be provided through the use of typical sections, detailed plans, general notes and reference to the appropriate FDOT Design Standards (600 Series). In addition, a conceptual MOT phasing plan depicting detour routes and phase segments of pavement lane closures and traffic shifts will be prepared.

13. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
14. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.
15. **Design Exceptions** – The ENGINEER identify and prepare design exemptions for those areas not in compliance with Greenbook standards.
16. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 30%, 60% and 100% plans.

Note: The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided in accordance with this AGREEMENT are based on the information known to at the time the opinions of cost are developed and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. Actual costs for proposals, bids, or actual construction costs will be different.

17. **Submittals** – The ENGINEER will submit up to five (5) copies of the roadway plans at 30%, 60% and 100% completion stage to the CITY. In addition, The ENGINEER will submit two (2) copies of the roadway plans at 30%, 60% to affected utility companies. Interim plan submittals will provide information generally consistent with the Plans Preparation Manual Checklist for interim



submittals. An electronic copy will be provided at the Final plan submittal.

C. Utility Coordination

The ENGINEER will be responsible for coordinating the proposed design with the (8) affected utility companies consisting of City of Naples Traffic Operations, Comcast, FPL Electric and Fiberlight, Summit Broadband, Teco Peoples Gas and Century Link in order to minimize utility conflicts. The individual utility owners will designate the existing utilities within the project limits and assist the utilities during the design phase.

Each utility provider will be responsible for the design of their respective utilities for this project. These designs will be provided to the ENGINEER by the utility provider in CADD format for inclusion into the Streetscape Improvement Plans for this project. The ENGINEER will be responsible for coordinating with the utility providers for the proposed construction elements such that utility conflicts are minimized or avoided.

The ENGINEER will provide to the utility owners, electronic PDF files of plans for each of the 30%, 60% and 100% submittals. The ENGINEER cannot be responsible for the accuracy of the CADD files after they are provided to the Utility owners, if requested. The ENGINEER will, prior to and during design, obtain available data from the Utility Owners that may be needed to determine the actual location and depth of the underground utilities. The ENGINEER will prepare for and attend up to three (3) utility coordination meetings.

D. Signing and Marking Plans

Signing and pavement marking plan sheets, details, signing and General Notes sheet will be provided in accordance with City and MUTCD standards.

The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Signing and Pavement Marking plans,

E. Lighting Plans

ENGINEER will prepare the design and specification of pedestrian level light layout within the project area, including provision of photometric plots and data. It is understood that the pedestrian level lighting layout will utilize the same decorative lights and poles (or equivalent) currently in the 10th street area. It is assumed that pedestrian level lighting will be provided from 8th St. to Riverside Circle.

The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Lighting plans,



4. Pole Data Detail sheets,

Voltage Drop Calculations: The CONSULTANT will submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) will be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the CITY. The maximum voltage drop for any one circuit will be 6%.

F. Signalization Plans

The ENGINEER will develop a set of signalization plans to reconfigure existing signal head locations, loop detection, pedestrian signal head location/features and traffic signal timing, if necessary at the intersection of 8th St, US41, 10th St. and Goodlette-Frank Road as required for the intersections and to comply with ADA standards. The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Signal plans,
4. Pedestrian signal pole placement,

The signalization plan will specify the controller and controller peripherals, phasing and initial timings, cabinet location, electrical service, detector amplifiers, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, and pedestrian displays and detector stations, if appropriate. Signal plans will also provide for signal interconnection plans between the signals listed above to improve progression through the project corridor. Signal timing optimization will be evaluated for the East/West coordination while minimizing impacts to the existing coordination to the North/South coordination.

G. Landscaping, Hardscape & Irrigation Plans

ENGINEER will prepare landscape architecture construction documents consisting of:

- Landscape architecture hardscape plans, with dimensioning/horizontal control for hardscape, furnishings, signage, and other relevant component locations and dimensions.
- Landscape planting plans.
- Landscape irrigation plans.
- Enlargement plans for key design components, as necessary.
- Detail sheets for key components.

Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the Client for review at approximately the 60% stage. Comments received at the 60% stage will be incorporated into the final



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100% bid documents. It is assumed that proposed irrigation will be connected to the City's existing reclaimed water in the vicinity of the project corridor.

Task 3 – Stormwater Design Services

A. Stormwater Design Coordination/Permitting

1. *Drainage Design Analysis:* The ENGINEER will review the existing drainage systems present in the Central Avenue corridor and determine the modifications that will be necessary to accommodate the proposed streetscape improvements. This analysis will include information on the needed modifications to the Gordon River outfall conveyance systems or conveyance to the City's stormwater pump station.
2. *SFWMD Coordination:* The ENGINEER will schedule and attend a pre-application meeting with SFWMD to discuss the objectives for the project and establish the parameters that will be required for permitting. The ENGINEER will meet and coordinate with SFWMD during review of the permit application to aid the review process. It is assumed that only a letter modification will be required by the SFWMD for budget purposes. Additional design services beyond the effort of a letter modification will be compensated under the time and material budget line item.
3. *FDOT Coordination:* A portion of Central Avenue currently discharges stormwater to the FDOT drainage system on US 41 to just east of the intersection. The ENGINEER will meet with FDOT Drainage Staff to review the existing and proposed drainage conditions and establish the parameters that FDOT will require for review of the Project's drainage connection. The ENGINEER will meet and coordinate with FDOT during review of the permit application to aid the review process.
4. *Drainage Design Report:* The ENGINEER will prepare a Drainage Design Report and submit it to the CITY with up to three (3) signed and sealed copies of the Drainage Design Analysis in addition to those required for permitting. This will incorporate the work undertaken in the preliminary phase of the project and will include final calculations for the proposed storm drainage system, final stormwater attenuation and treatment calculations and recommendations for use of City's stormwater pump station at 3rd Ave. north.

B. Stormwater Analysis

It is anticipated that stormwater improvements will begin at the intersection at 8th Street and will continue to Goodlette-Frank Road.

1. The drainage analysis will evaluate the existing condition and will identify storm sewer pipes which are antiquated and lack hydraulic conveyance due to land use changes and general service life deterioration.
2. A quantitative and qualitative analysis will be performed on the existing inlet spacing. The subsequent assessment will be based on FDOT spread criteria.
3. An investigation will be completed to determine the appropriate stormwater management facilities which will coincide with the proposed roadway improvements and remedy the existing flooding condition.



- a. The preferred stormwater management facility will be in accordance with the stormwater attenuation and pollution abatement stipulations published by state and local authorities.
 - b. Due to its assumed additional capacity, the stormwater pump station located at 3rd Avenue North will be given first consideration as a viable option for the method of attenuation and pollution abatement for the drainage improvement along Central Avenue.
 - c. However, if this is not plausible and with the City of Naples approval, other methods of providing said attenuation and treatment will be examined.
4. The scope of service will include ancillary modeling to determine hydraulic characteristics along Central Avenue before entering the stormwater pump station. However, it is assumed that the storm sewer pump station has adequate capacity and stormwater modeling associated within the pumps station and modeling will be provided by the City of Naples. If during the course of design, the City of Naples mandates that additional modeling is needed, this will necessitate additional scope of services and compensation will be addressed at this juncture.

C. Stormwater Improvement Plans

The stormwater analysis will determine the most effective stormwater treatment and attenuation requirements for the project either through the use of the City's stormwater pump station or through other treatment and attenuation options. Regardless of the alternative chosen, stormwater attenuation and treatment plans will be provided for with the proposed improvements. Listed below are some of the assumptions associated with the proposed stormwater improvements:

- The entire existing stormwater collection system will be replaced and upgraded to improve the level of service within the project area.
- Existing collection system discharge either to the existing Gordon River outfall or to the existing stormwater pump station will require improvements to facilitate conveyance to the outfall points and will be compensated through the time and material budget task item based on outcome of drainage analysis.
- Where possible, stormwater treatment boxes "Smart Boxes" will be utilize to improve water quality discharge from the project site.

Task 4 – Utility Design Services

Utility Design Analysis

The City of Naples (CITY) has determined that the roadway corridor of Central Avenue, from 9th Street through Goodlette-Frank Road is in need of redesign and replacement. Along with this work, CITY has proposed installation of approximately 1,550 linear feet of 8-inch potable water main, along with services and fire hydrants to replace the existing aged 4 and 6-inch asbestos cement water lines.

PRELIMINARY ENGINEERING

The CONSULTANT shall perform the following in order to become familiar with the work required for this project.

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- A. Review available existing information provided by the CITY related to the project including:
- Record drawings of available existing facilities;
 - City of Naples design and construction standards;
 - Existing property and topographic surveys, plats, zoning maps, etc.;
 - Plans prepared by others which identify points of connection to other parts of the system;
 - Location and extent of utility easements along proposed pipeline corridor.
- B. The CITY will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding the existing and proposed system.
- C. CONSULTANT will perform a field reconnaissance within the existing utility corridor, with an invitation extended to a CITY representative to attend.

Develop Alignment of Replacement Water Mains - Establish the alignment of the replacement water main piping, paralleling the existing water main that is currently in use.

Prepare preliminary route drawings (11" x 17") depicting the proposed water main alignment at a scale of 1" = 100'. Include a summary of the alignment, with the preliminary route drawings and proposed construction methods in the Memorandum on Pipeline Alignment.

For the Preliminary Engineering, the preliminary route drawings shall utilize CITY supplied GIS map and aerial for the base drawing and shall include: identification of road names, rights of ways, easements and environmental zones, along with proposed pipeline horizontal alignment, size, length and points of connection. Typical plan view roadway segments, depicting the general alignment of utilities determined to exist along the subject corridors will be prepared at a scale of 1"=40'. The existing utilities within the subject corridors will be identified as to type, size and material, as applicable. The preliminary route drawings shall utilize a standard KIMLEY-HORN title block, along with a bar scale, north arrow and legend. (Note: No land surveying shall be conducted during the Preliminary Engineering stage.)

30% UTILITY DESIGN

The CONSULTANT shall prepare 30% complete 11" x 17" plans of the proposed water main replacement along the identified corridor or selected alternate route that will consist of the following:

- Title sheet;
- Index, location map, legend and general notes sheet; and
- Plan sheets at a horizontal scale of 1" = 40' showing final survey data and all existing utilities, for which information is available, within the limits of the rights-of-way.

30% Plan Submittal - The CONSULTANT shall furnish the CITY with five sets of 30% complete plans for information and an Opinion of Probable Construction Cost. No meeting shall be required.



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60% UTILITY DESIGN

Preparation of 60% Complete Plans - The CONSULTANT shall prepare 60% complete 11" x 17" plans for Phase 1 of the proposed water main replacement along the project corridor that include the following in addition to the 30% complete plans:

- Profile sheets (1" = 4' Vertical) showing final survey data and all existing utilities, for which information is available, within the limits of the rights-of-way;
- Horizontal alignment, including all horizontal points of intersection, of the entire proposed water main;
- Horizontal alignments of utility relocations; and
- Standard water main details

The CONSULTANT shall furnish the CITY with five sets of 60% complete plans, shall attend a review meeting with CITY representatives to discuss the 60% complete plans, and shall incorporate into the plans the CITY's comments as appropriate.

CONSULTANT shall prepare and submit draft utility bid form for incorporation into the bidding documents and an updated Opinion of Probable Construction Cost. CITY shall utilize their own standard utility technical specifications, and prepare the Special Conditions and Measurements and Payments sections for use in the Bid Package, which shall be assembled by CITY.

FINAL DESIGN

CONSULTANT shall prepare and submit five sets of 100% complete plans, and final design submittals for the proposed water main replacement along the project corridor. The final design submittal is provided to update the plans for reproduction and incorporate any late comments or quality control improvements.

Prepare a 100% submittal (one paper and a pdf file) based on the concepts agreed upon as a result of the 60% meeting with the CITY. These documents will be suitable to obtain competitive bids for the construction of this project. The submittal will include

- One 24" x 36" paper copy of all utility drawings (plan & profile) blue prints and a pdf file.
- Utility Bid sheets
- Signed and sealed FDEP permit application, ready for submittal.
- Provide copy of CADD files on diskette, compatible with the CITY's needs
- Updated Opinion of Probable Construction Cost

Review comments from CITY staff. Prepare and distribute a written summary of the incorporation of comments and decisions rendered. CONSULTANT shall revise the utility drawings as appropriate and incorporate all review comments provided by the CITY and reviewing agencies for the final check of the work. In house constructability review comments shall also be incorporated. The final deliverables shall include:

- Final drawings (one paper copy) and drawing files in AUTOCADD (latest version).
- Final Bid Sheets



UTILITY PERMITTING

All permit applications applicable to the proposed water main replacement along the project corridor will be prepared and submitted by the CONSULTANT to the responsible agency for review at the 100% submittal.

- FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for Public Water Systems.

The technical specifications prepared by CITY shall include detailed requirements for the contractor to acquire a NPDES permit, as required by Florida Administrative Code. It is also anticipated that the Contractor will use the General Permit for the discharge of non-contaminated, produced groundwater from his soil dewatering efforts.

Meet with permitting agencies as necessary and respond to questions.

Provide copies of correspondence and/or technical data supplied to the agencies.

Fees for permits identified above will be paid directly by the CITY.

Task 5 – Streetscape Roadway Design Permitting Assistance**A. Permitting**

The ENGINEER will prepare and submit the following permit applications:

1. South Florida Water Management District Environmental Resource Permit (Letter Modification) – One (1) permit letter modification application will be prepared accounting for the revised conditions proposed by the proposed improvements. Permitting services beyond the requirements for a letter mod as required by the SFWMD will be compensated under the time and material budget identified in the overall fee summary.
2. FDOT Driveway Connection Permit – One (1) driveway connection permit application will be prepared and submitted to FDOT pertaining to geometric modifications and signalization plans at the US 41 intersection.
3. FDOT Drainage Connection Permit – One (1) drainage connection permit application will be prepared and submitted to FDOT to the drainage improvements to the existing collection system on Central Avenue that discharges into the US 41 right-of-way.

The ENGINEER will submit the required amount of plans and supporting documentation to provide a complete permit application. The ENGINEER will respond to Requests for Additional Information (RAI) and address permitting agency review comments associated with this scope of services as appropriate. For all permits, except for FDEP, the CITY will be the applicant and provide signatures and any permitting fees if required. For FDEP permit the City of Naples will be the permittee.

Task 6 – Bid Documents and Assistance

This AGREEMENT includes the scope of services necessary to prepare the Project for competitive bidding by construction contractors. It specifically does not include Construction Engineering Inspection (CEI) services or geotechnical materials testing during construction of the project. It is anticipated that a



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separate AGREEMENT for those services will be prepared at a future date.

A. Bidding Assistance

1. *Bid Document Preparation and Contractor Notification.* The ENGINEER will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract, based on "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2002 edition) prepared by the Joint Contract Documents Committee. The ENGINEER will coordinate with City of Naples Purchasing staff to issue bid packages for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. The ENGINEER will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. The ENGINEER will prepare a written summary of this tabulation and evaluation and attend one (1) Selection Committee meeting with representatives from City of Naples to discuss selection of the successful contractor.

PROVISIONS FOR WORK

A. Governing Regulations

The services performed by The ENGINEER will be in compliance with all applicable CITY and FDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.

1. Collier County/City of Naples Land Development Code.
2. FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, Green Book.
3. AASHTO's "A Policy on Geometric Design of Highways and Streets".
4. FDOT Design Standards.
5. FDOT Standard Specifications for Road and Bridge Construction.
6. Florida Manual on Uniform Traffic Studies (MUTS).
7. Manual on Uniform Traffic Control Devices (MUTCD).
8. AASHTO Guide for Bicycle Facilities Design.
9. DEP guidelines (potable water design)
10. SFWMD ERP guidelines.

B. Quality Control

The ENGINEER will be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the under this contract.

The ENGINEER will provide a Quality Control Plan ten (10) days after the official Notice-to-Proceed that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The ENGINEER will describe how the checking and review processes are to be documented to verify that the required procedures were



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followed. The Quality Control Plan may be one utilized by the as part of the ENGINEER's normal operation or it may be one specifically designed for this project.

C. Optional Services

At the CITY's option, the ENGINEER may be requested to provide miscellaneous design services which may include expert witness testimony, utility design, further environmental permitting (if required), plans update and post design services. The fee for these services will be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services will be executed at the appropriate time.

D. Submittals

The ENGINEER will provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Five (5) copies will be submitted to the CITY and additional copies will be submitted to the regulating agencies as required for review and approval.

1. Drainage Design Report,
2. Conceptual Design Report,
3. 30% Roadway Plans and Calculations,
4. 60% Roadway Plans and Calculations,
5. 100% Roadway Plans and Calculations,
6. Cost Estimates at 30%, 60%, and 100% Plan Stages,
7. Presentation Graphics for Public Involvement Meetings.

ADDITIONAL SERVICES

A. Payment for Additional Services

Any professional services not specifically listed in the above Scope of Services are not included in the contracted fees. Should the CITY desire any of these services, the ENGINEER will prepare a fee, scope and schedule for the work at the time the services are requested.

SERVICES NOT PROVIDED IN THIS SCOPE

1. Typical section or concept revisions requested by the CITY following completion of the 60% plans submittal phase.



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SCHEDULE

The ENGINEER will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services will be completed in Eight (8) months after Notice to Proceed is received unless there are delays outside of the ENGINEER's control, such as delays associated with right-of-way issues and negotiations, unanticipated design or permitting issues, CITY requested design changes etc.

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FEE

The ENGINEER will perform the services described in Tasks 1 through 6 of the Scope of Services for a Lump Sum fee of \$397,251.00. In addition to the lump sum fee, a time and material task (Totaling \$20,000.00) has been included to provide for additional design/survey services that may become necessary due to deviations in assumptions made during project scoping process. A breakdown by Task is provided below.

Task	Description	Fee
1	Planning and Public Involvement/Data Collection	Lump Sum: \$128,744.00
2	Streetscape Roadway Design Improvements	Lump Sum: \$148,129.00
3	Stormwater Design Coordination/Permitting	Lump Sum : \$62,255.00
4	Utility Design Services	Lump Sum: \$28,173.00
5	Streetscape Roadway Design Permitting Assistance	Lump Sum: \$6,926.00
6	Bid Documents and Assistance	Lump Sum: \$3,024.00
T&M	Design Allowance	Time and Material: \$20,000.00

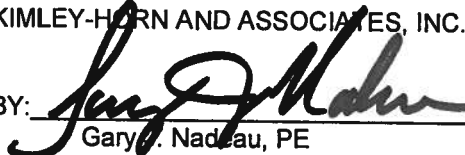
All permitting, application, and similar project fees will be paid directly by the CITY. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED:

CITY OF NAPLES
 COLLIER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
 Gary J. Nadeau, PE

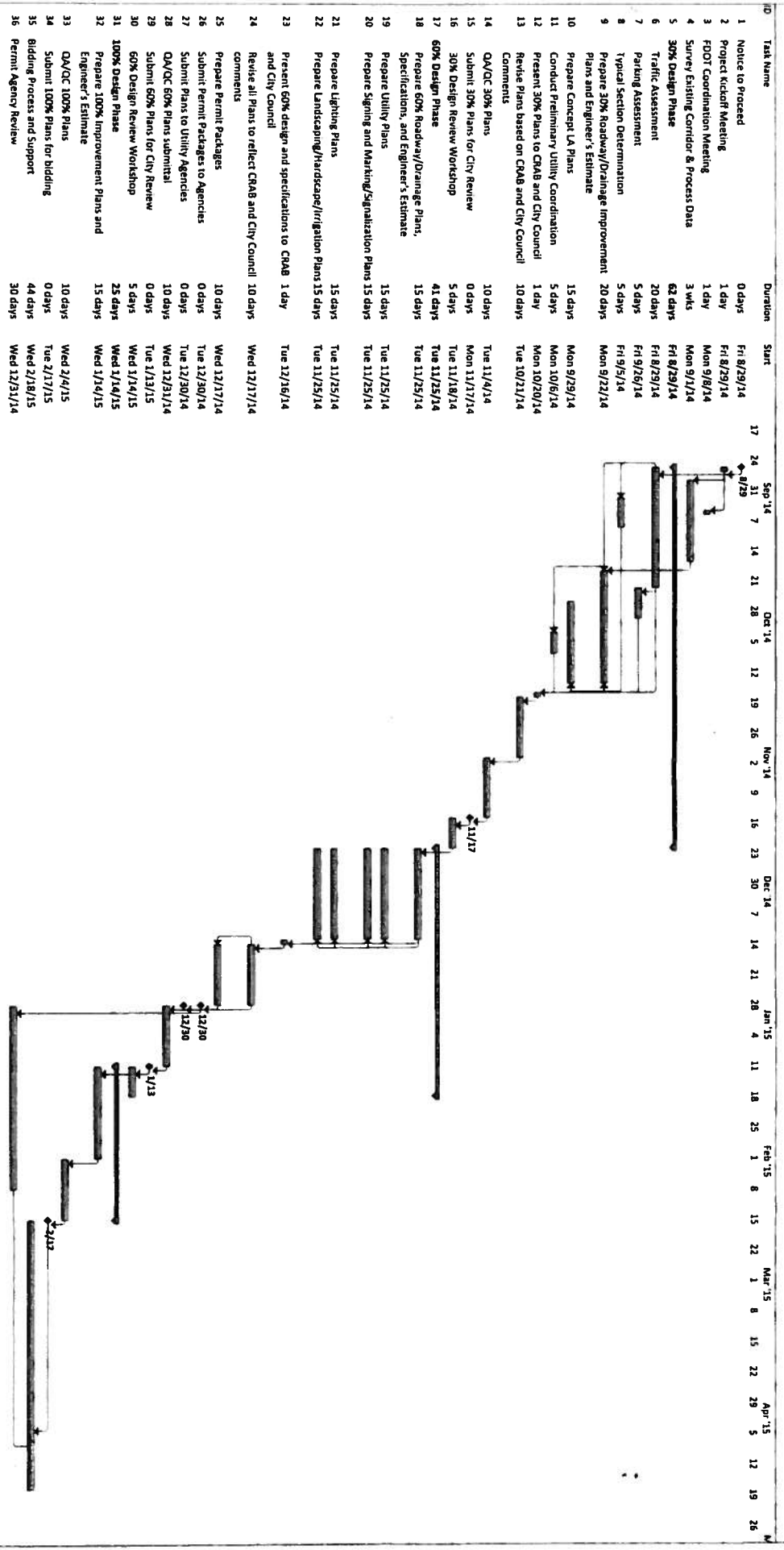
TITLE: _____

TITLE: Associate

DATE: _____

DATE: August 8, 2014

CENTRAL AVENUE IMPROVEMENTS PROJECT RFP #14-049



Project: City of Naples Schedule
Date: Fri 8/8/14

Task Summary:

Milestone Summary:

External Milestone:

Inactive Milestone:

Manual Summary:

Manual Summary Rollup:

Deadline:

Critical:

Critical Split:

Progress:

Project Summary:

External Tasks:

Inactive Summary:

Manual Summary:

Manual Summary:

Start-only:

Finish-only:

Critical:

Critical Split:

Progress:

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 a part of this Agreement. Payment will be made on a monthly basis on the percentage of work completed.

END OF EXHIBIT B

Kimley-Horn and Associates, Inc.
 Central Avenue Streetcane Improvements
 8th St. to Goodlette Frank Road
 City of Naples

Exhibit B-1 Basis of Compensation
 Proposal No. RFP 14-049

Task Description	Chief Engineer	Sr. Project Manager	Sr. Project Engineer	Sr. Landscape Architect	Engineer	Analyt./Professional	Designers/ Designer	Administrative/Clerical	Total Labor Hours	Subcontract Services	Total Cost	Sum of Hours
Task 1 - Planning and Public Involvement/Data Collection												
Public Opinion Analysis	12 \$ 2,472.00	12 \$ 2,064.00	48 \$ 7,693.00	0 \$ -	49 \$ 6,027.00	49 \$ 6,272.00	61 \$ 6,934.00	12 \$ 744.00	322.00	\$ -	\$ 322.00	244
Prepare 15% of Overall Project General for coordination (30% of 151 MW)	17 \$ 3,507.00	20 \$ 5,180.00	22 \$ 3,454.00	0 \$ -	54 \$ 10,530.00	53 \$ 11,904.00	41 \$ 4,874.00	15 \$ 930.00	44,705.00	\$ -	\$ 44,705.00	309
30% of Roadway Analysis and Design	7 \$ -	15 \$ -	22 \$ -	17 \$ -	0 \$ -	0 \$ -	0 \$ -	7 \$ -	\$ -	\$ -	\$ -	0
30% Landscape Hardscapes	0 \$ -	0 \$ -	0 \$ -	0 \$ -	28 \$ -	28 \$ -	41 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
LA Project Reviews	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
Survey Mapping	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
Geotechnical Explorations	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
CRA and Advisory Board Meetings & Public Mtg	27 \$ 5,562.00	0 \$ -	0 \$ -	0 \$ -	27 \$ 5,285.00	0 \$ -	0 \$ -	0 \$ -	10,847.00	\$ -	\$ 10,847.00	54
Stakeholder Meetings	30 \$ 6,180.00	0 \$ -	0 \$ -	0 \$ -	30 \$ 5,850.00	0 \$ -	0 \$ -	0 \$ -	12,030.00	\$ -	\$ 12,030.00	63
Final Concept Documentation	1 \$ 206.00	1 \$ 172.00	2 \$ 314.00	6 \$ 1,170.00	6 \$ 736.00	18 \$ 2,048.00	6 \$ 884.00	2 \$ 124.00	5,456.00	\$ -	\$ 5,456.00	40
Task 2 - Streetcane Roadway Design Improvements												
General/Prep for	4 \$ 1,038.00	38 \$ 6,536.00	0 \$ -	44 \$ 8,580.00	21 \$ 2,583.00	0 \$ -	0 \$ -	0 \$ -	18,729.00	\$ -	\$ 18,729.00	108
Streetcane Improvement Plans	19 \$ 3,876.00	2 \$ 5,876.00	48 \$ 7,693.00	0 \$ -	57 \$ 7,011.00	42 \$ 5,176.00	99 \$ 10,280.00	14 \$ 888.00	40,180.00	\$ -	\$ 40,180.00	301
Utility Coordination	2 \$ 412.00	2 \$ 516.00	13 \$ 2,047.00	0 \$ -	10 \$ 1,230.00	9 \$ 1,192.00	18 \$ 2,178.00	0 \$ -	6,940.00	\$ -	\$ 6,940.00	51
Signage and Marking Plans	8 \$ 1,632.00	8 \$ 1,376.00	13 \$ 2,047.00	0 \$ -	14 \$ 1,792.00	14 \$ 1,792.00	24 \$ 2,784.00	3 \$ 188.00	11,129.00	\$ -	\$ 11,129.00	63
Lighting Plans	7 \$ 1,442.00	13 \$ 2,236.00	19 \$ 2,983.00	0 \$ -	28 \$ 3,448.00	22 \$ 2,616.00	35 \$ 4,180.00	7 \$ 424.00	18,243.00	\$ -	\$ 18,243.00	138
Separation Plans	6 \$ 1,238.00	0 \$ -	0 \$ -	109 \$ 21,255.00	0 \$ -	109 \$ 12,800.00	0 \$ -	6 \$ 488.00	35,781.00	\$ -	\$ 35,781.00	223
Landscape Hardscapes & Irrigation Plans	6 \$ 1,238.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
Task 3 - Stormwater Design Services												
Stormwater Design Coordination/Permitting (30% of Permitting Task)	1 \$ 206.00	2 \$ 344.00	3 \$ 471.00	0 \$ -	5 \$ 615.00	4 \$ 512.00	7 \$ 798.00	0 \$ -	2,946.00	\$ -	\$ 2,946.00	22
Stormwater Analysis	11 \$ 3,507.00	34 \$ 5,848.00	103 \$ 15,857.00	0 \$ -	57 \$ 7,296.00	61 \$ 7,296.00	61 \$ 6,954.00	0 \$ -	47,821.00	\$ -	\$ 47,821.00	338
Stormwater Improvement Plans	4 \$ 824.00	9 \$ 1,548.00	13 \$ 2,047.00	0 \$ -	14 \$ 2,051.00	14 \$ 1,792.00	28 \$ 3,192.00	0 \$ -	11,469.00	\$ -	\$ 11,469.00	85
Task 4 - Utility Design Services												
Utility Design Analysis	1 \$ 206.00	1 \$ 172.00	0 \$ -	0 \$ -	3 \$ 369.00	3 \$ 384.00	2 \$ 220.00	2 \$ 124.00	2,098.00	\$ -	\$ 2,098.00	21
30% Utility Plans	1 \$ 206.00	2 \$ 344.00	10 \$ 1,413.00	0 \$ -	4 \$ 492.00	4 \$ 512.00	2 \$ 220.00	1 \$ 62.00	3,114.00	\$ -	\$ 3,114.00	24
60% Utility Plans	3 \$ 618.00	3 \$ 516.00	4 \$ 538.00	0 \$ -	6 \$ 736.00	11 \$ 1,408.00	7 \$ 798.00	3 \$ 188.00	8,152.00	\$ -	\$ 8,152.00	65
Final Design Plans	4 \$ 824.00	4 \$ 688.00	31 \$ 4,887.00	0 \$ -	11 \$ 1,352.00	11 \$ 1,352.00	7 \$ 798.00	4 \$ 248.00	10,314.00	\$ -	\$ 10,314.00	73
Utility Permitting	1 \$ 206.00	1 \$ 172.00	7 \$ 1,089.00	0 \$ -	2 \$ 248.00	3 \$ 384.00	2 \$ 220.00	1 \$ 62.00	2,397.00	\$ -	\$ 2,397.00	17
Task 5 - Streetcane Roadway Design Permitting Assistance												
Permitting (SRWMD, FDOT) (70% of Permitting Task)	3 \$ 618.00	5 \$ 680.00	8 \$ 1,256.00	0 \$ -	10 \$ 1,230.00	8 \$ 1,024.00	17 \$ 1,938.00	0 \$ -	6,926.00	\$ -	\$ 6,926.00	51
Task 6 - 98d Documents and Assistance												
98d Documents and Assistance	6 \$ 1,238.00	8 \$ 1,376.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	3,024.00	\$ -	\$ 3,024.00	18
Design Assistance	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	\$ -	\$ -	0
Time and Material Design Allowance												
Total	178 \$ 36,656.00	222 \$ 381,884.00	399 \$ 61,761.00	270 \$ 52,650.00	380 \$ 46,740.00	484 \$ 61,952.00	447 \$ 50,956.00	79 \$ 4,888.00	353,751.00	\$ 23,500.00	\$ 377,251.00	2453

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, 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 sub-consultant 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 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.

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

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

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

The Certificate must state the bid number and title.

When using the 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-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Project Manager of the Kimley-Horn and Associates, 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.

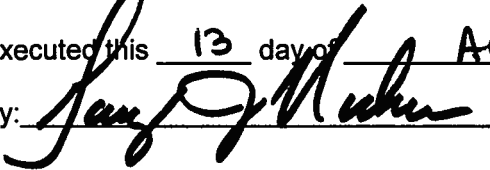
4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in 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 13 day of August, 2014.

By: 

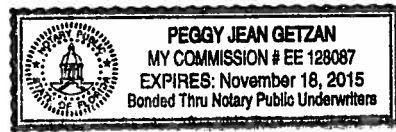
ACKNOWLEDGMENT

STATE OF FLORIDA

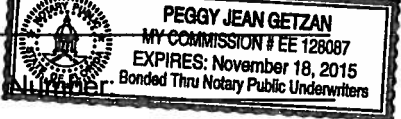
COUNTY OF SARASOTA

SWORN TO AND SUBSCRIBED before me this 13 day of August, 2014.

The Affiant, Gary J. Nadeau, 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.



Print Name: _____
Peggy Jean Getzan
NOTARY PUBLIC - STATE

OF _____
Commission Number 

My Commission Expires: _____

(Notary Seal)