

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

Bid/Proposal No. 15-034

Clerk Tracking No. 15-00097

Project Name: **Fire Rescue Station Design Architect – Engineering Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **10th day of June, 2015** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Architects Design Group / ADG, Incorporated**, a Florida Profit Corporation, authorized to do business in the State of Florida, whose business address is: **333 North Knowles Avenue; Winter Park, Florida 32789** (the "CONSULTANT").

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 the CONSULTANT are generally described as **Fire Rescue Station Design Architect – Engineering Services** 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. The 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 the 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 the CONSULTANT hereunder, and the 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. The Programming phase must be completed in 60 days after Notice-To-Proceed and the Conceptual design phase must follow within 120 calendar days, excluding the review time required by the City of Naples Fire-Rescue Department. The resulting contract will commence on award and be in effect until completion of the project. A time frame of 60-days will be allowed for Project Closed Out. 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 not to exceed **\$152,964.00** 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. The 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.

7.2 In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

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:

Architects Design Group / ADG, Incorporated
P.O. Box 1210
Winter Park, Florida 32790
Attention: **Kevin Ratigan**, Senior Vice President
FEI/EIN Number: On File

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.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

**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:

Architects Design Group / ADG, Incorporated
333 North Knowles Avenue
Winter Park, Florida 32789
Attention: **Kevin Ratigan**, Senior Vice President

By: Kevin Ratigan

Printed Name: Kevin Ratigan

Title: Senior Vice President

FEI/EIN Number: On File
A Florida Profit Corporation

Ann Marie Heide
Witness

Ann Marie Heide
Witness Printed Name

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

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

END OF EXHIBIT A



June 2, 2015

Scope of Services – Exhibit “A”

City of Naples – Fire Rescue Station

Naples, Florida

ADG Project No. 946-15; City Project No. 15-034

Professional Services Proposal – Scope and Fees (Tasks #1 and #2)

Architects Design Group /ADG, Inc., is pleased to provide the City of Naples, the following Professional Services Proposal for Planning and Design Services on the proposed Fire Rescue Station (Task Authorization #1 + #2).

General Description:

The City of Naples (City) has selected Architects Design Group (ADG) as the most qualified consultant for the project and has entered into negotiation of a required Scope of Work and Professional Design Fee for the Project. ADG understands that the City is requesting the following Detailed Scope of Services to provide a Programming / Detailed Spatial Needs Assessment and Site Investigation Analysis (Task No. 1); to be followed with Conceptual / 30% Complete Design (Task No. 2) for the proposed Project to be located on a site at the southwest corner of 8th Avenue South and 8th Street South. It is understood that Building Design, Civil Engineering, Landscape Architecture, Surveying, Geotechnical Investigation and Environmental Assessments shall be provided by ADG and its Team of specialized Professional Consultants. ADG as the Prime Design Consultant will provide planning, architectural design and project management of the necessary professional services required for complete development of the project through Final Design and “as needed” Construction Related Services.

1. Task I-A: Programming/Detailed Spatial Needs Assessment and Site Investigation

- 1.1. The Consultant shall participate in an initial meeting with Fire Departmental personnel and the City's Project Management Team, to review the proposed project, consisting of Fire Rescue Station and Administrative areas; and to establish project schedules for delivering the professional services. The Consultant shall also participate with the Fire Department to tour comparable facilities.
- 1.2. The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities, and potential of joint use facilities.

A detailed Spatial Needs Assessment shall then be conducted, providing

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4131 N. Central Expy, Ste 200 | Dallas, TX 75204 | 469.458.3438

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Professional Services Proposal – Scope and Fees (Tasks #1 and #2)**Scope of Services – Exhibit “A”****City of Naples, FL – Fire Rescue Station**

ADG Project No. 946-15; City Project No. 15-034

June 2, 2015

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documentation as to current and future needs; future need being defined as those anticipated for the years 2025 and 2035, and the current need being defined as the year 2015. The process for obtaining this information shall consist of reviewing existing data and on-site interviews with the staff of the various departments/entities as noted above.

The Consultant, as a part of this Task, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of the facilities.

- 1.3. Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, and building setback requirements.

This Task shall result in a detailed report, which shall contain the following components:

- Fire Department Program Requirements.
- Joint-use / Shared Training Facilities.
- Development Options.
- Estimates of Probable Development Costs.
- Phasing Plan(s).
- Analysis and Identification of all pertinent regulatory requirements.
- Analysis and Identification of recommended green building elements.

A “draft” report shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City’s Project Management Team for review and consideration, and subsequently, upon the City’s direction, to the City of Naples City Council at a public meeting and/or Council Workshop.

2. Task I-B: Site Investigation / Conceptual Site Plan

- 2.1. The City shall submit to the Consultant, any existing documentation relative to the proposed site that has been previously identified and investigated. Based upon the site requirements determined to be necessary for development, as identified with the Fire Department and identified in the Spatial Needs Assessment, and with the direct input of City Staff, the Consultant shall then proceed with Site Analysis and Master Planning.

Professional Services Proposal – Scope and Fees (Tasks #1 and #2)**Scope of Services – Exhibit “A”****City of Naples, FL – Fire Rescue Station**

ADG Project No. 946-15; City Project No. 15-034

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The chosen site will be evaluated for appropriateness for the development of the proposed Fire Rescue Station and Administration Facilities; and site data sheets will be developed outlining the necessary site characteristics.

The Consultant shall prepare an Environmental Phase One Assessment – research historical and current aerial photographs of the properties, for the purpose of identifying any environmental issues from previous site utilization.

- 2.2. The Consultant shall proceed with an investigation of the site identified to be located at the intersection of 8th Avenue S. / 8th Street S., to confirm the development opportunities and potential.

Items to be included in Architectural and Civil Scope analysis include:

- Ability of the site to accommodate appropriate public and Fire Rescue parking.
- Evaluation of property relative to FEMA Flood Requirements.
- Identification of any readily identifiable potential hazards.
- Ability of estimated cost to develop the north parcel, if deemed necessary and/or appropriate.
- Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
- The ability of the site to accommodate the spatial needs of the Fire Department both in terms of current needs (year 2015) and future needs (years 2015 and 2035).

The Consultant shall prepare a detailed Site Survey, including topographic and vegetation for use in design and permitting of the project.

- 2.3. During Task II services, the Consultant and its Team, shall evaluate the structures on the existing Fire Station site (north of 8th Avenue S.) to determine any potential lead paint and/or asbestos issues in the existing buildings.

Based upon the information assembled and documented, the Consultant shall prepare a written report noting the information herein contained, and make a specific recommendation as the appropriateness of the property.

- 2.4. Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the City of Naples to initiate the Site Plan design effort. The premise of this meeting shall be to obtain consensus as to the

Professional Services Proposal – Scope and Fees (Tasks #1 and #2)**Scope of Services – Exhibit “A”****City of Naples, FL – Fire Rescue Station**

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appropriate land utilization of the designated property and the proposed facilities, as well as future expansion requirements.

- 2.5. Based upon the site analysis and investigations, the Consultant shall prepare a Conceptual Site Plan, illustrating:
 - Proposed land utilization of the selected site.
 - Location and general configuration of “current need” facilities.
 - Areas of potential expansion for future need.
 - Location of vehicles access and egress, both staff and public.
 - Pedestrian areas and site circulation.
 - Vehicle Parking Areas (Staff, Public).
 - Area(s) designated for stormwater retention.
 - Required Setback Distances.
- 2.6. The Consultant shall prepare and distribute a Final Report identifying finds, conclusions, probable costs and the process.
- 2.7. The Consultant shall review any comments issued by the City.

3. Task II: Conceptual / 30% Complete Design Services

The Consultant and its Team will prepare conceptual design documents consisting of plans, elevations, and details illustrating the following items:

- 3.1. The Consultant shall respond to review comments received at the end of Task I-B: Site Investigation / Conceptual Site Plan.
- 3.2. Confirm the site development layouts illustrating parking areas, vehicular and pedestrian circulation, public and private zones, site utility considerations, future expansion, etc.
- 3.3. Provide up to three (3) alternative floor plan block diagram(s) of major programmed spaces illustrating functional relationships.

Provide alternative building size/shape (plan) configuration showing major entry / egress points.
- 3.4. Review Concept Floor Plans / Alternatives with City Staff and User Groups. Document comments from City Staff and User Groups and prepare revisions.
- 3.5. Revise Plans based on review comments received from City Staff and User Groups.
- 3.6. Coordinate Geotechnical Investigation with Consultants.

Professional Services Proposal – Scope and Fees (Tasks #1 and #2)**Scope of Services – Exhibit “A”****City of Naples, FL – Fire Rescue Station**

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- 3.7. Prepare up to three (3) building concepts (plan and elevations) for review with the City and Community.

Provide up to three (3) renderings of the proposed exterior building elevations.

- 3.8. Consultant to coordinate turning radius studies, landscape and site plans for the recommended concept. Consultant to determine if variance requirements will be necessary.
- 3.9. Participate in Development / Design Review Board Workshop with City Staff.
- 3.10. Attend Planning Advisory Board Meeting and City Council Meeting if required for variance process.
- 3.11. If requested, provide a list of proposed energy efficient systems/building components.

Meet with Engineering Consultants (MEP/FP, Structure, Technology) to review conceptual design. Engineers will prepare a narrative of systems approach for Final Report and Cost Estimating purposes.

- Civil Scope:
 - Coordinate 30% Plan Preparation Engineering.
 - Coordinate 30% Plan Preparation Landscape
 - Attend two (2) Public Meetings
 - Assist with Variance Application
 - Prepare for and attend Development Review Board Hearing.
 - Prepare for and attend Planning Advisory Board Hearing.
 - Prepare for and attend City Council Hearing.
- Structural Scope:
 - Establish Codes and Standards to be used for design and construction of structural systems. ADG will establish wind speed map to use.
 - Establish Design Criteria and for MWFRS and Components and Cladding.
 - Provide narrative for structural foundations, walls and framing systems.
 - Provide sizing input to ADG for structural members; ADG to incorporate into architectural building sections.

Professional Services Proposal – Scope and Fees (Tasks #1 and #2)**Scope of Services – Exhibit “A”****City of Naples, FL – Fire Rescue Station**

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- Provide preliminary cost input for various systems designs (masonry, pre-cast, tilt wall, steel vs. concrete framing, etc.).
 - Mechanical, Plumbing & Fire Protection Scope:
 - Establish Codes and Standards to be used for design and construction for each system.
 - Establish Design Criteria and seasonal temperature and humidity control for various spaces.
 - Provide narrative for type of cooling, heating and ventilation systems.
 - Provide narrative for domestic water and sanitary drainage systems.
 - Provide narrative for fire protection system.
 - Confirm redundancy requirements for water, sanitary and HVAC (if any).
 - Provide initial feedback for building space sizes to accommodate proposed systems, as well as floor to roof slab heights required for ductwork and other systems distribution.
 - Electrical / Fire Alarm Scope:
 - Establish Codes and Standards to be used for design and construction for each system.
 - Establish Design Criteria for various spaces and equipment for power and lighting.
 - Confirm conformance with NEC Article 708 Critical Operations Power System (COPS).
 - Confirm emergency power requirements.
 - Provide narrative for electrical power, lighting and fire alarm systems, including site lighting.
 - Provide narrative for lightning protection and other systems.
 - Technology Scope:
 - Security system and access control.
 - Cable TV.
 - Public Address and paging.
 - Audio/video for Community Meeting Room/Training Room at Stations, and/or Conference and Class Rooms in Administration Building.
 - Provide a Lead Paint and Asbestos Survey of the buildings north on 8th Avenue S. to determine cost and process for abatement and demolition.
- 3.12. Prepare a Furniture Plan for recommended concept and select preliminary interior finish materials and systems.

Professional Services Proposal – Scope and Fees (Tasks #1 and #2)**Scope of Services – Exhibit “A”****City of Naples, FL – Fire Rescue Station**

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- 3.13. Prepare 30% Complete Design Documents: site (Civil and Landscape) and building design.

Prepare Outline Specifications for recommended concept of all building materials and systems.

- 3.14. Prepare a Cost Estimate of probable project development cost based on the 30% Complete Design documents.

- 3.15. Prepare Basis of Design / Final Report.

- 3.16. Meet with City Development and Review Staff, Planning Advisory Board, public/local residents and if necessary participate in a City Council Workshop as necessary to determine project development feasibility.

4. Task III: Final Architectural and Engineering Services (Future Task)

- 4.1. The Consultant and its Team, shall provide services for the final Design, Permitting, Bidding and Construction Administration of the proposed project.

- 4.2. The Consultant and the City recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of "survivability" (Essential Facility) as required by the latest edition of the Florida Building Code.

5. Fee Allocation

5.1.	Task I-A: Programming and Site Investigation	
	Task I-B: Site Investigation / Conceptual Site Plan.....	\$ 38,284
5.2.	Task II: Conceptual / 30% Complete Design	\$ 114,680
5.3.	Task III: Final A/E Services (Future)	\$ TBD
5.4.	Total:	\$ 152,964

Task One: Programming (Spatial Needs Assessment) and Site Investigation
City of Naples Fire Rescue Station
City of Naples, Florida

PROJECT PERSONNEL TITLE <small>Hourly Rate</small>	STUDIO DEPT. PRINCIPALS / PROJECT ARCHITECTS		PROJECT MANAGER		DESIGNER / PROJECT COORDINATOR		CLERICAL SUPPORT		COMPUTER PROJECT DESIGNERS I		SPECIFICATIONS WRITER SYSTEMS / MATERIALS		INTERIOR DESIGNER		GRAPHIC DESIGNER		Hours Per Task	TOTAL A/E DESIGN FEE
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
TASKS																		
Task One: Programming (Spatial Needs Assessment) and Site Investigation																		
Task 1-A: Programming & Detailed Spatial Needs																		
1.1 Conduct Kick-off Meeting	4	\$632	4	\$528			2	\$98									10	\$1,258
1.2 Review Draft Program Components / Analysis of Operations	2	\$316	2	\$264	2	\$190											6	\$770
1.2 Field Trip with Staff to Ft. Lauderdale			8	\$1,056	8	\$760	2	\$98									18	\$1,914
1.2 On-site Interviews with City Staff and EMS	6	\$948	6	\$792													12	\$1,740
1.3 Prepare "Draft" Needs Assessment	4	\$632	16	\$2,112	2	\$190	2	\$147					6	\$420	1	\$66	32	\$3,567
Task 1-B: Site Investigation / Conceptual Site Plan																		
2.1 Coordinate Site Topographical Survey & Environmental Assessment	4	\$632	2	\$264			1	\$49									7	\$945
2.1 Research and Analyze City Planning Requirements			2	\$264	4	\$380											6	\$644
2.2 Establish Survivability Criteria (FEMA Elevations, etc.)	1	\$158	2	\$264	4	\$380											7	\$802
2.2 Prepare Site Analysis			3	\$396	6	\$570			6	\$474							15	\$1,440
2.3 Conduct Environmental Assessment / Existing Building			2	\$264													2	\$264
2.4 Meetings with Planning / Streets & Stormwater Department	2	\$316	2	\$264			1	\$49									5	\$629
2.5 Prepare Concept Site Plan	2	\$316	3	\$396	16	\$1,330			16	\$1,422							37	\$3,464
2.6 Prepare Budget / Cost Analysis	2	\$316	3	\$396	2	\$190											7	\$902
2.6 Prepare / Distribute Final Report			6	\$792	8	\$760	4	\$196					4	\$280	5	\$330	27	\$2,358
2.7 Review City Comments	1	\$158	2	\$264	2	\$190											5	\$612
SUBTOTAL: ARCHITECTURAL FEES																		\$21,309
ADDITIONAL RELATED TASKS																		
FEE																		
1. Civil Engineering / Landscape (Kimley Horn)																		\$6,875
2. Site Survey (E.F. Games Surveys)																		\$5,700
3. Phase One Environmental Assessment (Universal Engineering)																		\$1,800
OUT-OF-POCKET COST (ALLOCATION):																		\$2,600
SUBTOTAL RELATED TASKS																		\$16,975
TOTAL TASK ONE COST:																		\$38,284

Task Two: Conceptual Design (30% Complete)
 City of Naples Fire Rescue Station
 City of Naples, Florida

ADG Project No.: 946-16
 June 2, 2015

PROJECT PERSONNEL TITLE <small>Hourly Rate</small>	STUDIO DEPT. PRINCIPALS / PROJECT ARCHITECTS		PROJECT MANAGER		DESIGNER / PROJECT COORDINATOR		CLERICAL SUPPORT		COMPUTER PROJECT DESIGNERS I		SPECIFICATIONS WRITER SYSTEMS / MATERIALS		INTERIOR DESIGNER		GRAPHIC DESIGNER		Hours Per Task	TOTAL A/E DESIGN FEE	
	\$18	\$18	\$132	\$132	\$95	\$49	\$79	\$49	\$79	\$49	\$79	\$70	\$44						
TASKS																			
Task Two: Conceptual Design (30% Complete)																			
3.1 Prepare Response to Task One Comments	2	\$316	2	\$264				2	\$49									5	\$629
3.2 Review Conceptual Site Plan Studies / Investigate Identified Site	3	\$474	4	\$528	4	\$380			4	\$316			2	\$140				17	\$1,838
3.3 Prepare Concept Floor Plans / Alternatives (up to three)	12	\$1,896	12	\$1,584	32	\$3,040			48	\$3,792								104	\$10,312
3.4 Review Plans with City Staff and User Group	3	\$474	3	\$396	3	\$285		3	\$49				2	\$140				12	\$1,344
3.4 Document City Comments / Prepare Revisions	2	\$316	6	\$792	6	\$570		3	\$147			2	\$178					19	\$2,003
3.5 Revise Conceptual Plans	6	\$948	10	\$1,320	32	\$3,040			30	\$2,370								78	\$7,678
3.6 Coordinate Geotechnical Investigation	3	\$158	4	\$528														5	\$686
3.7 Prepare Elevation Studies / Renderings (up to three)	8	\$1,264	24	\$3,168	56	\$5,320			96	\$7,742	2	\$178			8	\$528		196	\$18,200
3.8 Prepare Turning Radius (Apparatus) Studies			2	\$264	2	\$190												4	\$454
3.8 Coordinate 30% Complete Landscape and Site Plans (recommended concept)	1	\$158	4	\$528	4	\$380		2	\$98									11	\$1,164
3.8 Determine Variance Requirements (if necessary)	2	\$316			4	\$380		2	\$98									8	\$794
3.9 Conduct Development / Design Review Board Workshop	4	\$632	4	\$528				2	\$98									10	\$1,258
3.10 Attend Planning Advisory Board Meeting (Variance)	4	\$632	4	\$528				1	\$49									9	\$1,209
3.10 Attend City Council Meeting (Variance)	4	\$632			4	\$380												8	\$1,012
3.11 Review Building Systems Requirements (Engineers)	2	\$316	4	\$528	4	\$380		2	\$98	2	\$158	2	\$178					16	\$1,658
3.12 Prepare Furniture / Equipment Layouts (recommended concept)			2	\$264	4	\$380				8	\$632			40	\$2,800			54	\$4,076
3.13 Complete 30% Complete Building Plans and Specs	1	\$158	4	\$528	40	\$3,800		4	\$196	40	\$3,160	32	\$2,848					121	\$10,690
3.14 Prepare Cost Estimate	2	\$474	2	\$264	4	\$380		1	\$49									10	\$1,167
3.15 Prepare Basis of Design / Final Report	3	\$474	4	\$528	18	\$1,710		6	\$294	16	\$1,264			2	\$140	8	\$528	57	\$4,938
3.16 Meetings (2) with Public/Local Residents to Review Scope	12	\$1,896	12	\$1,584	2	\$190		3	\$147									29	\$3,817
3.16 Conduct Final Review Meeting with PM and Fire Chief	3	\$474	3	\$396	3	\$285		1	\$49									10	\$1,204
SUBTOTAL: ARCHITECTURAL FEES																		\$76,131	
ADDITIONAL RELATED TASKS																			
																		FEE	
1. Civil Engineering / Landscape (Kinley Horn)																			\$12,124
2. Allowance - Building Systems Design (Matern - Electrical)																			\$4,600
3. Allowance - Building Systems Design (TLC - HVAC, Plumbing, Fire Protection, Technology)																			\$6,200
4. Allowance - Structural Systems Design (TRC)																			\$4,100
5. Allowance - Cost Estimating (CC&A)																			\$2,875
6. Allowance - Technology Systems Design (TLC)																			\$2,800
7. Lead Paint and Asbestos Survey (AMRC)																			\$1,650
SUBTOTAL: RELATED TASKS																		\$34,349	
OUT-OF-POCKET COST (ALLOCATION):																		\$4,200	
TOTAL TASK TWO COST:																		\$114,680	

Kimley Horn and Associates
 City of Naples
 Fire Rescue Station
 Project Fee Summary

Task Description	Chief Engineer \$ 296.00	Sr Project Manager \$ 172.00	Sr Project Engineer \$ 167.00	Sr Landscape Architect \$ 195.00	Engineer \$ 123.00	Analyst/Professional \$ 128.00	Designer/Sr Designer \$ 114.00	Field Rep/Engineer Tech \$ 110.00	Admin/Clerical \$ 62.00	Total Labor Costs	Other Direct Expenses	Subcontractor Services	Total Cost	Sum of Hours			
Task 1 - Data Collection																	
Review Land Development Code	0	\$0.00	2	\$344.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$62.00	\$1,696.00	\$0.00	\$0.00	\$1,696.00	13
Determine Utility Availability	0	\$0.00	1	\$172.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$940.00	\$0.00	\$0.00	\$940.00	7
Report Code Requirements for site planning	0	\$0.00	1	\$172.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$62.00	\$474.00	\$0.00	\$0.00	\$474.00	7
Review Concept Plans	0	\$0.00	4	\$688.00	0	\$0.00	1	\$195.00	0	\$0.00	0	\$0.00	\$2,107.00	\$0.00	\$0.00	\$2,107.00	15
Meetings and conference calls	0	\$0.00	4	\$688.00	0	\$0.00	2	\$300.00	0	\$0.00	1	\$62.00	\$1,288.00	\$0.00	\$0.00	\$1,288.00	8
Total Task 1																\$6,873.00	
Task 2 - Concept Plan and Public Hearings																	
Coordinate 30% Plan Preparation Engineering	0	\$0.00	8	\$1,376.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$4,620.00	\$0.00	\$0.00	\$4,620.00	34
Coordinate 30% Plan Preparation Landscaping	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,280.00	0	\$0.00	0	\$0.00	\$2,450.00	\$0.00	\$0.00	\$2,450.00	10
Attend 2 Public Meetings	0	\$0.00	8	\$1,032.00	0	\$0.00	0	\$0.00	1	\$114.00	0	\$0.00	\$1,146.00	\$0.00	\$0.00	\$1,146.00	7
Assist with Variance Application	0	\$0.00	4	\$688.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$62.00	\$1,460.00	\$0.00	\$0.00	\$1,460.00	11
Prepare for and Attend Development Review Board Hearing	0	\$0.00	3	\$510.00	0	\$0.00	0	\$0.00	1	\$62.00	0	\$0.00	\$800.00	\$0.00	\$0.00	\$800.00	6
Prepare for and Attend Planning Advisory Board Hearing	0	\$0.00	3	\$510.00	0	\$0.00	0	\$0.00	1	\$62.00	0	\$0.00	\$800.00	\$0.00	\$0.00	\$800.00	6
Prepare for and Attend City Council Hearing	0	\$0.00	3	\$510.00	0	\$0.00	0	\$0.00	1	\$62.00	0	\$0.00	\$800.00	\$0.00	\$0.00	\$800.00	6
Total Task 2																\$12,124.00	

E.F. Gaines Surveying Services, Inc.
Project Fee Summary
Project Number: 0600 / Project Name: Naples Fire-Rescue Station

Task No.	Task Title	Principal Surveyor 135.00	Project Surveyor 105.00	Survey Tech 80.00	Admin Assistant 45.00	Field Tech 1-man 110.00	Field Crew 2-man 140.00	Field Crew 3-man 165.00	Fee
1.01	Project Initialization, Research and Coordination	2.00		2.00	1.00				\$475.00
2.01	Locate and Establish Control (Horz and Vert)	0.67		1.00			6.00		\$1,010.00
2.02	Collect (and Process) Existing Improvements, Topo and Utility Locate flags/marks set by others	1.00		2.00			16.00		\$2,535.00
3.01	Prepare CAD drawing and DTM of Survey Data	1.00		12.00					\$1,095.00
3.02	Review, Sign and Seal Survey, Distribute	4.00			1.00				\$585.00
	TOTAL HOURS	8.67	0.00	17.00	2.00	0.00	22.00	0.00	\$5,700.00



AMERICAN MANAGEMENT RESOURCES CORPORATION

5230 Clayton Court • Fort Myers • Florida • 33907 (239) 936-8266 Fax (239) 936-0737

May 28, 2015

Mr. Kevin Ratigan
Architects Design Group
333 North Knowles Avenue
Winter Park, Florida 32789

Email: kevinr@adgusa.org
Phone: 407-647-1706

**Reference: Asbestos and Limited Lead Paint Sampling
City of Naples-Fire Station One
735 8th Street South
Naples, Florida 34102**

American Management Resources Corporation (AMRC) proposes to perform an asbestos and limited lead paint sampling of two commercial structures located at 735 8th Street South in Sarasota, Florida. The information provided indicates the EMS and Fire Station structures will be demolished. AMRC is an EPA accredited lead-based paint activities firm and licensed asbestos consulting firm. The scope of work is to collect samples from homogeneous building components, but not to be considered a HUD compliant lead survey.

Assuming no unusual circumstances are encountered during the inspection, we propose the following:

Asbestos Sampling with written report (1 electronic copy) and
Laboratory Analysis (includes up to 34 Samples*)

Limited Lead Paint Sampling with written report (1 electronic copy) and
Laboratory Analysis (includes up to 14 Samples*)

TOTAL..... \$1,650.00**

**Note: Any additional samples - \$20.00 each*

**** At the completion of the project and prior to submitting the report payment for services must be conducted.**

Samples will be submitted for analysis to a NVLAP accredited laboratory independent of AMRC. The sampling protocol involves destructive testing of the material; therefore, the client will be responsible for the repair of sample locations which may be affected, such as **wall and roof systems**. The sampling does not intend to acknowledge, imply, or warrant the inspection for all Asbestos-Containing Materials in areas not normally considered readily accessible through standard survey protocol. These areas include, but are not limited to inaccessible spaces below floor levels, ground surface or concrete slab, areas considered inaccessible or unsafe, attic spaces, materials covered by other types of building materials, mirrors, equipment or heavy objects.

AMRC appreciates this opportunity to be of service to you. Should you have any questions, or require additional information, please contact us at your convenience.

Sincerely,
AMERICAN MANAGEMENT RESOURCES CORPORATION

Cassie Rahe
Project Coordinator

Signature of Approval

Date

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 on a monthly basis on the percentage of work completed and as indicated in Exhibit B which is attached and made a part of this Agreement. Additional information regarding Professional Services Hourly rates are included in Attachment B-1 which is attached and made a part of this Agreement.

5. Fee Allocation

5.1.	Task I-A: Programming and Site Investigation	
	Task I-B: Site Investigation / Conceptual Site Plan.....	\$ 38,284
5.2.	Task II: Conceptual / 30% Complete Design	\$ 114,680
5.3.	Task III: Final A/E Services (Future)	\$ TBD
5.4.	Total:.....	\$ 152,964

END OF EXHIBIT B

Exhibit "B"
Hourly Rate Tables

May 28, 2015

Project Team / Hourly Rates / Cost Proposals
City of Naples – Fire Rescue Station

Naples, Florida

ADG Project No. 946-15

Professional Services Proposal

1. **Architects Design Group, Inc.**
Architecture / Planning / Design / Project Management
Prime Consultant
2. **Kimley-Horn**
Civil Engineering / Site Planning / Landscape Architecture
3. **TRC Worldwide Engineering, Inc.**
Structural System Engineering
4. **TLC Engineering for Architecture**
Mechanical / Plumbing / Fire Protection Systems Engineering
5. **Matern Professional Engineering**
Electrical Systems Engineering
6. **E.F. Gains Surveying Services, Inc. (EFG)**
Site Surveying
7. **Universal Engineering Sciences**
Environmental Assessment (Phase One)
8. **Terracon Consultant, Inc.**
Geotechnical Evaluation
9. **American Management Resources Corporation (AMRC)**
Asbestos and Lead Paint Sampling

**ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES**

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	178.00/hr.
Studio Department Principals/Project Architects	158.00/hr.
Associates	132.00/hr.
Project Managers.....	132.00/hr.
Designers / Project Coordinators	95.00/hr.
Computer Project Designers I.....	79.00/hr.
Computer Draftsperson II	59.00/hr.
Computer Supervisor	86.00/hr.
Threshold Inspector (Certified).....	75.00/hr.
Construction Administrators.....	102.00/hr.
Specification Writer	89.00/hr.
Senior Draftsperson	79.00/hr.
Draftsperson I.....	66.00/hr.
Draftsperson II	59.00/hr.
Accounting Services	75.00/hr.
Clerical Support	49.00/hr.
Graphic Designer	66.00/hr.
Interior Design Principal	95.00/hr.
Interior Design Designer	70.00/hr.
Interior Design Specification Writer.....	69.00/hr.
Interior Design Draftsperson I.....	60.00/hr.

Kimley-Horn Rate Schedule for Naples Fire Station

Chief Engineer	\$206.00
Sr. Project Manager	\$172.00
Sr. Project Engineer	\$157.00
Sr. Landscape Architect	\$195.00
Engineer	\$123.00
Analyst/Professional	\$128.00
Designer/Sr. Designer	\$114.00
Field Rep/Engineer Tech	\$110.00
Administrative/Clerical	\$62.00

TRC Worldwide Engineering, Inc.

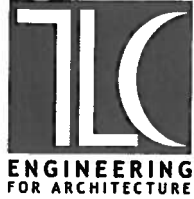
11926 Fairway Lakes Drive

Fort Myers, FL 33913

Phone: (239) 939-1414 F: (239) 278-4289

www.trcww.com C.O.A. No. 27322**TRC RATE SCHEDULE**

REGISTERED ENGINEER-PRINCIPAL/DIVISION MANAGER	\$185.00 PER HOUR
PRINCIPAL/DIVISION MANAGER	\$165.00 PER HOUR
REGISTERED ENGINEER-PROJECT MANAGER	\$135.00 PER HOUR
SENIOR PROJECT MANAGER	\$120.00 PER HOUR
REGISTERED ENGINEER-PROJECT ENGINEER	\$110.00 PER HOUR
PROJECT MANAGER	\$ 95.00 PER HOUR
ENGINEER INTERN	\$ 85.00 PER HOUR
SENIOR CADD MANAGER	\$ 80.00 PER HOUR
SENIOR CADD DESIGNER	\$ 70.00 PER HOUR
CADD DESIGNER	\$ 65.00 PER HOUR
CERTIFIED BUILDING INSPECTOR	\$ 65.00 PER HOUR
INSPECTOR	\$ 60.00 PER HOUR
ACCOUNTANT	\$ 60.00 PER HOUR
CLERICAL	\$ 50.00 PER HOUR
MILEAGE	\$ 0.50 PER MILE
ADDITIONAL WIDE FORMAT COPIES OR PRINTS	\$.20 SQUARE FOOT
INTEREST ON PAST DUE ACCOUNTS	1.5% PER MONTH
<u>EXPERT WITNESS TESTIMONY:</u>	
PRINCIPAL/DIVISION MANAGER - REGISTERED ENGINEER	\$350.00 PER HOUR
PRINCIPAL/DIVISION MANAGER	\$300.00 PER HOUR
PROJECT ENGINEER - REGISTERED ENGINEER	\$250.00 PER HOUR
SENIOR PROJECT MANAGER	\$200.00 PER HOUR



TLC Standard Hourly Rates
Professional Engineering Services Proposal
July 20, 2014

TLC Engineering for Architecture, Inc.

BILLING FACTOR	DESIGNATION	7/15/14 - 7/31/15 BILLING RATES
6	Director	\$ 195
5	Senior Engineer, Manager	170
4	Project Engineer, Manager	140
3	Engineer, Specialist	110
2	Graduate Engineer, Designer, Administrative Secretary	90
1	Technician, Secretary, Intern, Clerical	65



MPE Hourly Rate Schedule

Principal Engineer	\$185.00/hr.
Sr. Project Manager/ QC/ Engineer V	\$135.00/hr.
Sr. Engineer/ Project Manager/ Designer IV	\$110.00/hr.
Engineer / Designer III/ Field Tech III	\$85.00/hr.
Designer II/ Field Technician II	\$75.00/hr.
Designer I/ Field Technician I	\$70.00/hr.
CADD/Bim Tech	\$65.00/hr.
Clerical	\$65.00/hr.



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
• Construction Materials Testing • Private Provider & Threshold Inspections

OFFICES IN:

Atlanta
DeBary
Fort Pierce
Jacksonville
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Rockledge
St. Augustine
West Palm Beach

Daytona
Fort Myers
Gainesville
Leesburg
Ocala
Palm Coast
Pensacola
Sarasota
Tampa
Clermont

Universal Engineering Sciences , Inc.

5971 Country Lakes Drive

Ft Myers, Florida 33905

Architects Design Group

333 N. Knowles Ave.

Winter Park, Florida 32789

Reference: Naples Fire Station Hourly Rates

To whom this may Concern,

Universal Engineering Sciences hourly rates are as follows;

- A) Senior Engineer, P.E.\$100.00 hour
- B) Staff/Environmental Engineer.....\$75.00 hour
- C) CADD\$55.00 hour
- D) Clerical\$40.00 hour

If there are any further questions or concerns, please feel free to contact us any time.
Respectfully,

UNIVERSAL ENGINEERING SCIENCES, INC.

David Uman
Business development Representative

TERRACON CONSULTANTS, INC.
2015 FEE SCHEDULE -SARASOTA
ENVIRONMENTAL, GEOTECHNICAL, & MATERIALS TESTING

DESCRIPTION OF WORK	UNIT	RATE
<u>TECHNICAL AND PROFESSIONAL STAFF</u>		
A. Chief Engineer/Chief Scientist/Chief Geologist	Per Hour	\$ 240.00
B. Principal Engineer/Principal Scientist/Principal Geologist	Per Hour	\$ 180.00
C. Senior Engineer/Senior Project Manager/Senior Geologist/Senior Scientist	Per Hour	\$ 150.00
D. Project Manager/Project Engineer/Project Geologist/Project Scientist	Per Hour	\$ 100.00
E. Chief Field Technician/Chief Engineering Technician/Chief Environmental Technician	Per Hour	\$ 85.00
F. Senior Field Technician/Senior Engineering Technician/Senior Environmental Technician	Per Hour	\$ 75.00
G. Field Technician/Engineering Technician/Environmental Technician	Per Hour	\$ 65.00
H. Soils Technician/Concrete Technician	Per Hour	\$ 55.00
I. CADD Operator	Per Hour	\$ 75.00
J. Administrative Assistant	Per Hour	\$ 65.00

NOTES

1. Hourly rates are portal to portal.
2. An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 6:00 p.m. to 7:00 a.m. weekends, holidays and over 8 hours per day.
3. Rates for services not listed will be provided as requested.
4. Stand-by time and cancellation without prior notice will be invoiced at the appropriate hourly rate.

TRAVEL EXPENSES

A. Automobile Travel (non-rental)	Per Mile	\$ 0.65
B. Field Support Vehicle	Per Day	\$ 85.00
C. Lodging, per person (subject to change dependent on geographical area)	Per Day	\$ 100.00
D. Per Diem, per person	Per Day	\$ 40.00

ENVIRONMENTAL SERVICES**I. ENVIRONMENTAL SITE ASSESSMENT ACTIVITIES**

1. Phase I Environmental Site Assessment Less Than 100 Acres	Lump Sum	\$ 2,000.00
2. Phase I Environmental Site Assessment More Than 100 Acres		Site Specific
3. Phase I Environmental Site Assessment Updates (Within 12 Months)	Lump Sum	\$ 1,200.00
4. Contamination Screening Evaluation Report	First Mile	\$ 1,500.00
5. Each additional mile	After First Mile	\$ 1,000.00
6. Transaction Screening Evaluation	Lump Sum	\$ 1,000.00
7. Reliance Letter	Each	\$ 350.00
8. Phase II Environmental Site Assessment and/or Contamination Assessment (site specific)		Site Specific
9. Remedial Action Plan and Implementation		Site Specific

II. EQUIPMENT RENTAL

1. Organic Vapor Analyzer	Per Day	\$ 150.00
2. Groundwater Sampling Equipment (meters, water level indicator, peri. pump)	Per Day	\$ 125.00
3. Disposable Sampling Supplies (gloves, tubing)	Per Well	\$ 30.00
4. Water Quality Meter (Multi-meter w/ pH, cond, temp, DO)	Per Day	\$ 75.00
5. DO Meter	Per Day	\$ 40.00
6. Turbidity Meter	Per Day	\$ 30.00
7. Deep Monitoring Well Sampling Pump	Per Day	\$ 190.00
8. Water Level Indicator/Oil-Water Interface Probe	Per Day	\$ 25.00
9. In-Line Filters	Each	\$ 45.00
10. Soil Sampling Equipment (Hand Auger, Shovels)	Per Day	\$ 30.00
11. Handheld GPS Unit (+/- three meter accuracy)	Per Day	\$ 75.00
12. Generator (5 KW)	Per Day	\$ 90.00
13. Generator (10 KW)	Per Day	\$ 140.00
14. Concrete Core Machine	Per Day	\$ 120.00
15. Surveying Equipment	Per Day	\$ 75.00
16. Pump - Development/Centrifugal	Per Day	\$ 60.00
17. Pump - Sampling/Peristaltic	Per Day	\$ 30.00
18. Pump - 2 inch Trash	Per Day	\$ 65.00

TERRACON CONSULTANTS, INC.
2015 FEE SCHEDULE -SARASOTA
ENVIRONMENTAL, GEOTECHNICAL, & MATERIALS TESTING

DESCRIPTION OF WORK	UNIT	RATE
19. Pump - 4 inch Trash	Per Day	\$ 125.00
20. Back-Hoe (includes delivery, pick-up but not fuel)	Per Day	\$ 850.00
21. Front-End Loader w/ 2.5 yard bucket (includes delivery, pick-up but not fuel)	Per Day	\$ 1,100.00
22. Track Excavator (includes delivery, pick-up but not fuel)	Per Day	\$ 1,200.00
23. 185 CFM Air Compressor (includes delivery, pick-up but not fuel)	Per Day	\$ 350.00
24. Construction Forklift (includes delivery, pick-up but not fuel)	Per Day	\$ 575.00
25. 55-gallon drums for IDW	Each	\$ 75.00
III. DRILLING SERVICES		
1. Truck Mounted Drill Rig and/or Geoprobe Direct Push Rig Mobilization	Each	\$ 400.00
2. Geoprobe Direct Push Rig Daily Use	Day	\$ 1,850.00
3. Pre-Pack Monitoring Wells	Per L.F.	\$ 20.00
4. 2-inch Schedule 40 PVC riser	Per 5 Feet	\$ 15.00
5. 2-inch Schedule 40 PVC screen (0.010-inch slot)	Per 10 Feet	\$ 30.00
6. 2-inch well point	Each	\$ 10.00
7. 2-inch locking well cap with lock	Each	\$ 17.50
8. 20/30 silica sand pack (50 pound bag)	Each	\$ 4.50
9. 30/65 silica sand pack (50 pound bag)	Each	\$ 4.50
10. Grout (Portland Cement, 94 pound bag)	Each	\$ 10.00
11. 8-inch Steel Drop Lid Manhole	Each	\$ 40.00
12. 8-inch Steel Bolt-Down Manhole	Each	\$ 60.00
13. Well Development for 2-inch diameter monitoring well	Hour	\$ 35.00
14. 2' x 2' concrete pad	Each	\$ 200.00
15. Well Abandonment for 2-inch diameter well	Per L.F.	\$ 9.00
16. Removal and disposal of existing monitoring well concrete pads/manholes	Each	\$ 250.00

GEOTECHNICAL ENGINEERING SERVICES

I. FIELD SERVICES		
A. Mobilization of Crew and Equipment		
1. Truck Mounted Equipment	Each	\$ 500.00
2. Mudbug Drill Rig	Each	\$ 600.00
3. Track/Bombardier	Each	\$ 3,000.00
4. Barge and Amphibious (case by case)	Each	TBD
5. Tri-Pod or CPT Mobilization	Each	\$ 2,500.00
6. Rig Remobilization	Each	\$ 150.00
7. Support Boat	Day	\$ 200.00
8. Minitrac Drill Rig	Each	\$ 500.00
B. Standard Penetration Test Borings		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Per L.F.	\$ 12.50
ii. 50 - 100 foot depths	Per L.F.	\$ 16.00
iii. 100 - 150 foot depths	Per L.F.	\$ 21.00
iv. 150 - 200 foot depths	Per L.F.	\$ 28.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Per L.F.	\$ 18.75
ii. 50 - 100 foot depths	Per L.F.	\$ 24.00
iii. 100 - 150 foot depths	Per L.F.	\$ 31.50
iv. 150 - 200 foot depths	Per L.F.	\$ 42.00
C. Rock Coring - HW Barrel and Smaller (2.5 inch diameter core or smaller)		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Per L.F.	\$ 35.00
ii. 50 - 100 foot depths	Per L.F.	\$ 38.00
iii. 100 - 150 foot depths	Per L.F.	\$ 43.00
iv. 150 - 200 foot depths	Per L.F.	\$ 50.00
2. Barge/Track/Amphibious		

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.

Except for Worker's Compensation coverage, or unless waived by the City in writing, 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-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Senior Vice President of the Architects Design Group / ADG, 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.

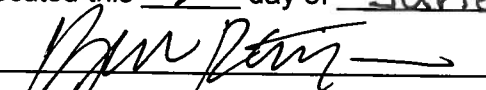
4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in 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 3rd day of June, 2015.

By: 
Kevin Ratigan