

**CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL CONSULTANT SERVICES)**

Bid/Proposal No. 15-041
Clerk Tracking No. 15-00128
Project Name: Wayfinding Program

THIS AGREEMENT (the "Agreement") is made and entered into this 19th day of August, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **AECOM Technical Services, Incorporated**, a California Corporation, authorized to do business in the State of Florida, whose business address is: **150 North Orange Avenue, Suite 200; Orlando, Florida 32801**; (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 consultant 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 a Wayfinding Program 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 consultant services to be provided and performed by the CONSULTANT pursuant to this Agreement. This Agreement does not cover Professional Services as outlined in Florida Statute Sec. 287.055.

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a consultant 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 consultant 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 consultant 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 consultant services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONSULTANT violates the provisions of this paragraph, the CONSULTANT shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONSULTANT agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT's contractual relationship with the CITY for the special gain or benefit of the CONSULTANT or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONSULTANT's services for the Project.

However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

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

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **December 18, 2015 with a 30-Day Project Close Out time frame. The completion date may be extended by mutual agreement of the parties.** 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 **\$65,000.00 which includes a \$7,000.00 CITY controlled contingency** 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 consulting 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:

AECOM Technical Services, Incorporated
150 North Orange Avenue, Suite 200
Orlando, Florida 32801
Attention: **Randy Mejeur**, Associate Principal
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. Notwithstanding the foregoing, nothing herein shall be construed as imposing a fiduciary duty on the Consultant.

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.

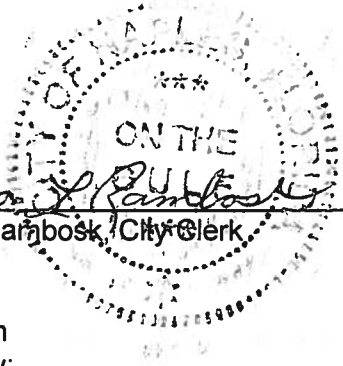
ARTICLE FIFTEEN APPLICABLE LAW

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:

AECOM Technical Services, Incorporated
150 North Orange Avenue, Suite 200
Orlando, Florida 32801
Attention: **Randy Mejeur**, Associate Principal

Agustin Barreza
Witness

By: Randy Mejeur

Agustin Barreza
Witness Printed Name

Printed Name: RANDY MEJEUR

Title: ASSOC. PRINCIPAL

FE/EIN Number: On File
A California Corporation (CA)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Exhibit A and Attachment A-1 which are attached and made a part of this Agreement and those set out in the Proposal, any Addendum(s) and Vendor's Submittal of (RFP) Request For Proposal No.15-041, titled Wayfinding Program herein referenced and made a part of this Agreement.

A comprehensive wayfinding program is considered key to a broad strategy that will accentuate the aesthetic qualities of Naples to attract visitors, support business owners, develop a sense of community pride, increase connectivity within the city, and increases the efficiency of the multi-modal transportation system. A comprehensive wayfinding program may have an economic impact by reinforcing a sense of prosperity, emphasizing the identity, and accentuating the unique heritage and cultural values of the city. It will enhance accessibility to services whether on foot, by public transit, bicycle, or automobile.

The goal of a well-crafted wayfinding and signage program is to orient users and visitors to important landmark experiences, parking, business, recreational opportunities, and other public points of interest such as beaches, parks, museums, historical landmarks, the pier, etc. It fosters a brand and thereby communicates a sense of being within a special area. Wayfinding signage systems may be made up of a series of standards, each addressing specific audiences: pedestrians, motorized visitors, and those passing-through. These systems may be designed in a manner where minor customization for localized branding appeals to certain areas, such as Third Street South, Crayton Cove, Venetian Village, or districts within the Redevelopment Area, such as Fifth Avenue South, the Medical District, the Design District, or other districts, while still conforming to a consistent area-wide standard.

Presently, there is a variety of competing wayfinding and signage styles throughout the city. The variety of styles reduces the potential for a unified identity in the area. The overall visual quality of the city may be significantly improved by the adoption of a cohesive wayfinding program. A well-planned graphic identity will contribute to creating a cohesive sense of place and improving the use of the various destinations and businesses within the area by both daily users and visitors.

Architectural and graphic influences based upon local architecture and natural features may enhance the program. A review of historic Naples features and natural assets may guide the ultimate design theme of the wayfinding program. The design theme and identification of mobility patterns and attractions will guide pedestrians, bicyclists, and automobiles, through the local environment using maps, signs, landmarks, and icons.

Development of a wayfinding program often involves creating a "family of signs", which is a set of sample signs with a theme used as a guide for creating wayfinding signs throughout the area. Pavement markings may enhance wayfinding in a community concerned about sign pollution. The integration of technology such as Q-codes and smart phone "apps" may also

enhance a wayfinding program in a society where smart phones proliferate. Pedestrian, vehicle, and bicyclist circulation patterns and routes should be established for directing each mode of transportation. Key districts, points of interests, parks, and public facilities should also be identified. Once these key features are identified and mapped, wayfinding signs can be designated and installed. Maintenance, repair, and replacement programs should be considered as well to ensure consistency over the long term. Consideration may be given to utilizing wayfinding designs and aesthetics in advertising and print materials for Downtown Naples and to enhance branding efforts.

Tasks A through E are identified and described in Attachment A-1 which is attached and made part of this Agreement.

Task F, a task that was not included in the Request for Proposal 15-041, is being added. It is identified and explained below:

Task F. FDOT Signage.

- F.1 Inventory Florida Department of Transportation (FDOT) signage along the US41 corridor from Golden Gate Parkway to Davis Boulevard.
- F.2 Confer with the appropriate FDOT staff and review FDOT signage along the US41 corridor from Golden Gate Parkway to Davis Boulevard.
- F.3 Provide a strategy, including analysis and recommendations, to replace, eliminate, or modify FDOT signage to be consistent with local community expectations and this wayfinding program.

Task F Deliverables: FDOT Sign Inventory
 FDOT Signage Strategy Document

END OF EXHIBIT A



4. PROJECT APPROACH

Our Approach to the Development of the Wayfinding Program for the City of Naples

Task A: Discovery & Conceptual Design

A.1 Site Evaluation - The AECOM design team will hold an initial kick-off meeting with the City of Naples to make introductions, confirm goals and refine the scope of work. Our team will review existing city wayfinding, placemaking, and master planning documents, Naples graphic and branding standards, and any other related planning documents. We will also review the FDOT design standards for community wayfinding signage and local codes and regulations. We will make confirm Naples' in-house capabilities related to fabrication, installation and maintenance.

The list below constitutes the elements we assess and analyze.

- » Current Wayfinding Signage to include: Vehicle & Pedestrian Directional Signage
- » Physical structures such as: Landmarks, Kiosks and other Physical Elements
- » Gateway Features/ Points of entry
- » Destination Identification
- » Parking Identification
- » Existing Signage Standards & Signage Code Requirements
- » Applicable codes and DOT considerations
- » General Information/Marketing Materials
- » Informational Signage
- » Architectural & Community Character
- » Traffic circulation
- » Destinations / Points of Attraction
- » Potential sign locations

A.2 Character Workshop - The AECOM design team will hold one (1) meeting to gain input from the City of Naples and stakeholders. Our goal is to gather knowledge about user expectations, local perspective, and preferred visual design elements and characteristics.

The City will be responsible for identifying and notifying stakeholders and establishing the venue for the workshop.

We will use worksheets and interactive exercises to help produce a response from participants.

- » We learn more about how people move about the area; discover circulation patterns
- » Learn any special difficulties with wayfinding, particularly as they involve the handicapped, senior citizens, staff, vendors and visitors
- » Obtain information governing the use and presentation of the project identity
- » Using the results from our evaluation and research, AECOM will prepare the written analysis portion of the project. The Project Program Document deliverable will include:
 - » Analysis of the existing wayfinding system and recommendations for improvement
 - » Proposed wayfinding methodology
 - » Proposed circulation patterns to reach each destination
 - » Recommended design standards for wayfinding elements
 - » Environmental considerations that take into account climate, visibility, safety, maintenance and replacement costs
 - » Recommended signage types and typical placement
 - » A map of recommended wayfinding signage locations
 - » A list of recommended terminology and/or design icons for primary and secondary destinations
- » This report will be used as support for designing a palette of signs appropriate for the City of Naples system.

LIKE OR DISLIKE

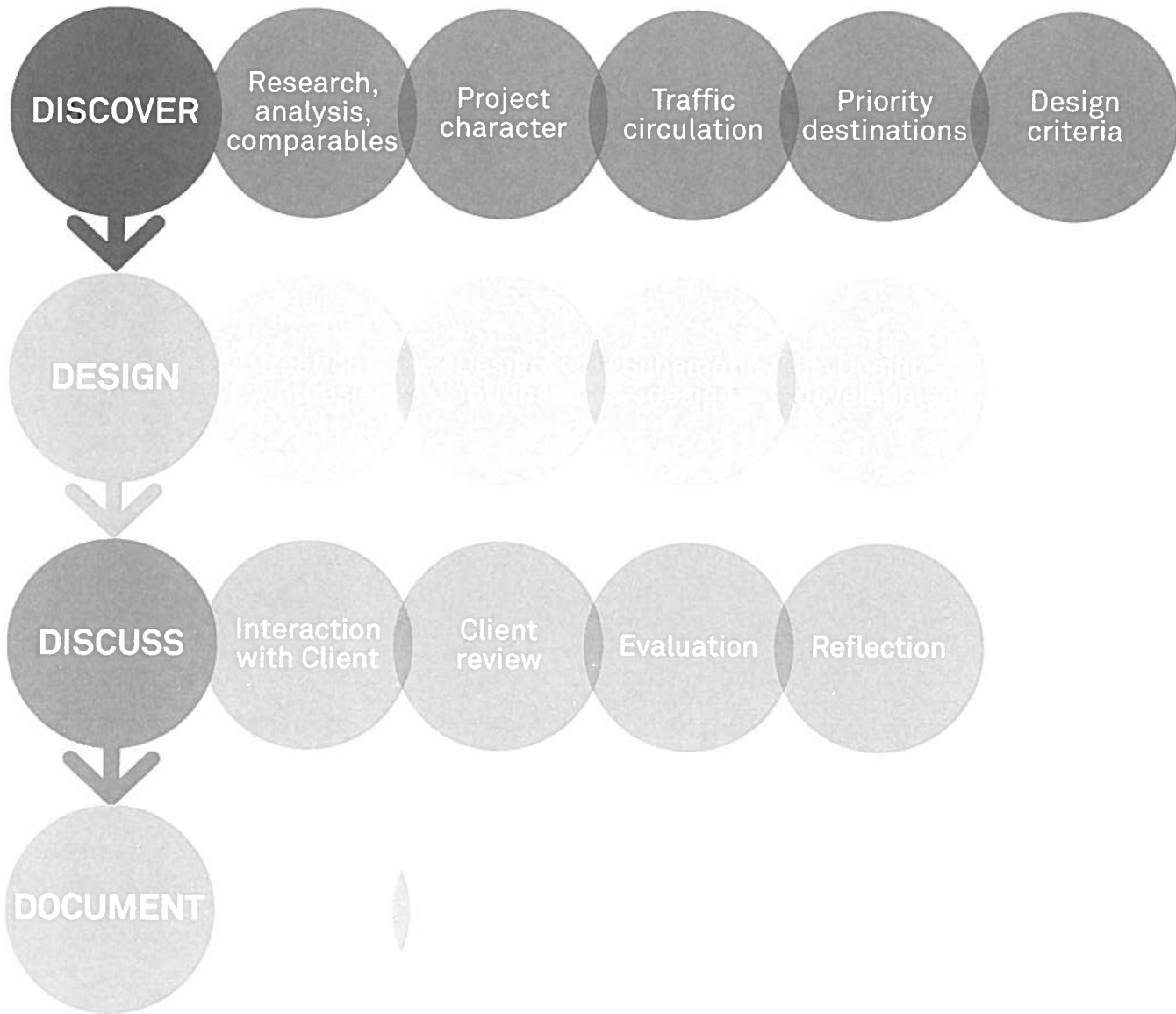
To be given visual guidance, design elements and character images determined to be a "fit" in context to the area in which we are working are used. These images help gather feedback and are in no way presented as being the final solution to use exactly as appears in the image. Instead, through stakeholder responses, what does or does not appeal to individuals - be it colors, materials, or shapes are discovered. Responses and information from comparable signage is used to create contextual signage designs, showcasing the unique aspects of the area while creating a sense of place that is different from other areas.

This exercise gives stakeholders the opportunity to direct what styles best represent their expectations. Images of existing signage help in creating a "picture" as to what does or does not appeal to the stakeholders. Take the opportunity to check the box that best represents your reaction to the image located on this page and the following page. Also appreciated would be a short reason why you like or dislike the image to help further clarify the response.

<input type="checkbox"/> Like <input type="checkbox"/> Dislike Why?	<input type="checkbox"/> Like <input type="checkbox"/> Dislike Why?	<input type="checkbox"/> Like <input type="checkbox"/> Dislike Why?
<input type="checkbox"/> Like <input type="checkbox"/> Dislike Why?	<input type="checkbox"/> Like <input type="checkbox"/> Dislike Why?	<input type="checkbox"/> Like <input type="checkbox"/> Dislike Why?



Our design process at work



A.3 Project Program Document – Using the information gathered during the first site visit we will produce a wayfinding manual which will include our analysis and recommendations, design guidelines, and proposed plan for the new sign system. We will present the Project Program Document to the City of Naples, stakeholders, and the community at the beginning of the second site visit and will gather input and design direction for the development of sign concepts.

The goal is to provide the client with a recommended universal and cohesive design standard for wayfinding elements that are reflective of the City of Naples' identity and are consistent in color, font, materials, architectural elements and graphics. Additionally, the recommendations will take into account street-level visibility, safety, maintenance and replacement costs.

A.4 Design Charrette – After the presentation of the Project Program Document, we will conduct a design work-session (charrette) where our design team will develop and test initial wayfinding and signage concepts, and further define the hierarchy of wayfinding and signage elements by encouraging public input through several open houses. This design charrette will begin and end with stakeholder and community presentations.

The City will be responsible for identifying and notifying stakeholders and establishing the venue for the design charrette.

Two (2) schematic design concepts will be prepared for the wayfinding sign family. We will also develop route plans to all major destinations and preliminary sign locations plans and sample sign messages. We will provide a magnitude of cost for implementation (Task C) and develop a sign cleaning and maintenance plan.

Attachment A-1

Stakeholders and the public will have an opportunity to interact with designers and provide input during a scheduled open house. The concepts will be presented to stakeholders and the community at the end of the charrette. We will present these concepts for review and comment and stakeholders will select one of the design concepts for further development.

Task A Deliverables: Project Program Document
Two (2) Schematic Design Concepts

One (1) set of consolidated written client comments will be incorporated one (1) time for each deliverable listed above.

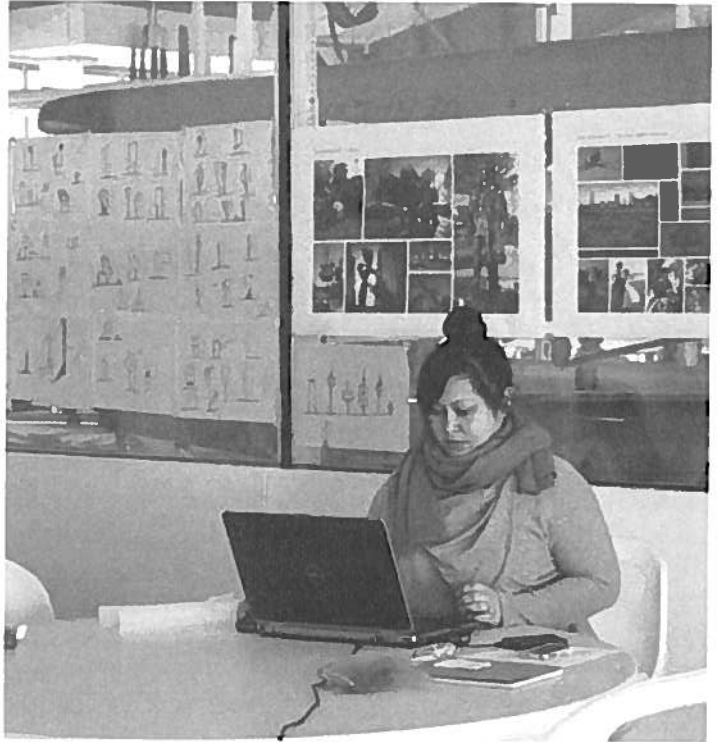
This task includes two (2) trips.

Trip 1 - Discovery & Character Workshop

Trip 2 - Presentation of PPD & Design Charrette

Task B: Document

After selection of the desired concept, AECOM will produce a set of final design intent drawings which will include: sign location plans, fabrication details, exact dimensions, letter heights, materials, mounting details, color specifications and material performance standards, a message schedule, and magnitude of cost estimate (Task C). We will include all of the signage elements and the documentation necessary for the purchase, fabrication and installation of the wayfinding/signage system. We will also provide samples of the materials, finishes, and colors specified.



We develop a complete sign schedule for the project, a listing of each sign required noting its content and location. The location is keyed to an overall sign location plan. As part of the documents, we prepare any special artwork that might be necessary such as symbols, illustrations, and arrow forms. A draft of these documents will be submitted for review and comment.

The final deliverable shall be Design Intent Documents that contains a written analysis & recommendations, signage designs with their respective details for fabrication, and recommended phasing plan. This is a bid ready document that can be used in soliciting fabricators to construct and install the signage.

Phase B Deliverables: 95% Design Intent Documents
100% Design Intent Documents

One (1) set of consolidated written client comments will be incorporated one (1) time after the 95% submittal. The 100% Design Intent Documents shall be considered final for procurement.

This task includes one (1) trip.

Trip 3 - Present Design Intent Documents



Attachment A-1

Task C: Cost Estimate

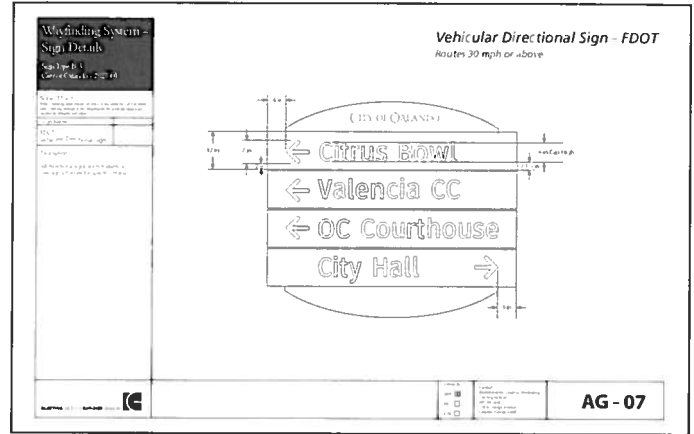
AECOM will develop a magnitude of cost during the Design Charrette (Task A4). This estimate will be refined during the Documentation Phase (Task B) once fabrication details, quantities, and sign locations are finalized.

Task D: Funding Assistance

AECOM will research and make recommendations for sources of additional funding, although there is no guarantee of success. Our team will prepare phasing recommendations to fit the budget available.

Task E: Wayfinding Map

AECOM will design a wayfinding map to include major destinations within the City boundaries.



Additional Services, Implementation Assistance

After completion of this project, AECOM will be available to provide assistance to the City of Naples with procurement and implementation. We will evaluate procurement options and issue the documents for pricing, assist with evaluation of quotes, and award of a contract for the fabrication and installation of the system. Once the contract has been awarded, together we review submittals from the fabricator. We will evaluate compliance with the design intent, review the installation process to ensure the contractor's understanding, and conduct final inspection and punch list at the completion of the installation of all the signage elements initially purchased as a result of our design services. Cost for Implementation Assistance is not included in this scope of work and will be evaluated at the request of the client.

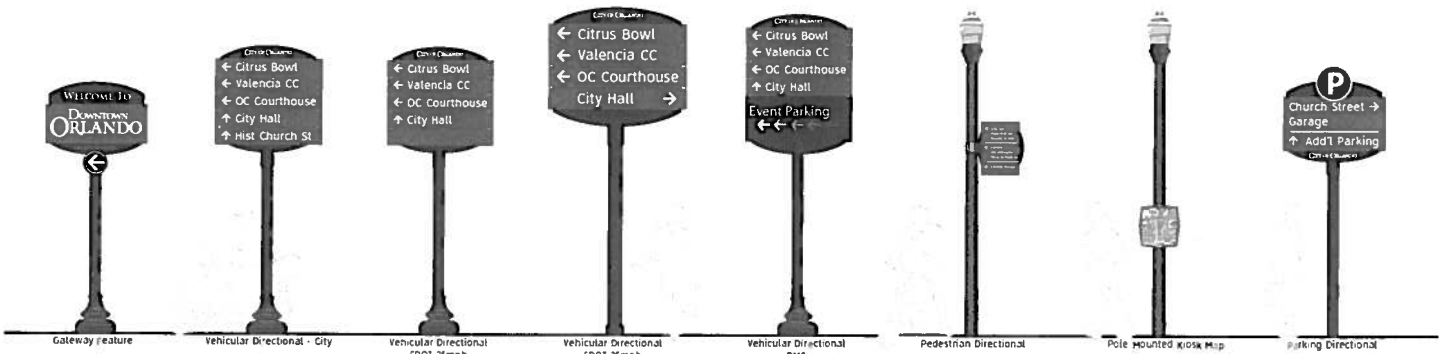
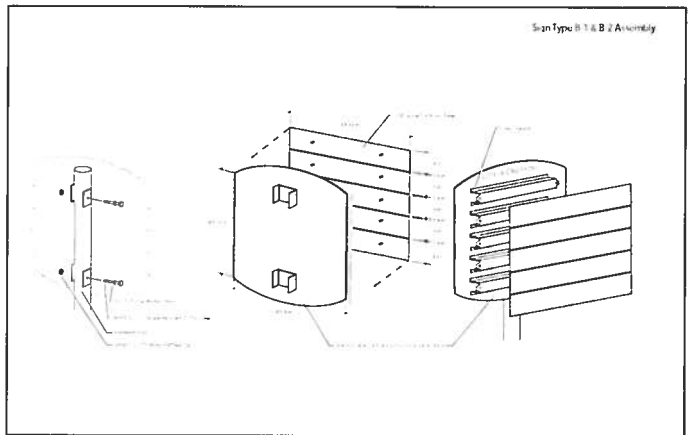
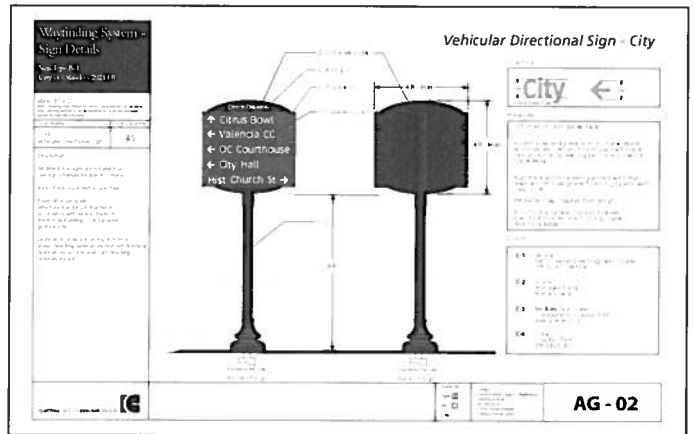


EXHIBIT B

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 upon the completion of each Task indicated in Exhibit B, which is attached and made part of this Agreement. The Agreement includes a \$7,000.00 CITY controlled contingency to the Basis of Compensation for a total Agreement amount of \$65,000.00.

	PRICE SCHEDULE	
TIME	MATERIALS	TASK COST
TASKA		\$20,000
TASKB		\$18,000
TASKC		\$2,000
TASKD		\$6,000
TASKE		\$3,500
TASKF		\$8,500
TOTAL COST		\$58,000

Company Name AECOM Technical Services, Inc. PH 407.284.4711

Email AECOM Technical Services, Inc.

Name and Title of individual completing this schedule:

Randy Mejeur Associate Principal
(Printed Name) **(Title)**

Retainage: (N/A) Not applicable to this Agreement.

END OF EXHIBIT B

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.

Except for the Worker's Compensation and Professional Liability, 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 **Associate Principal and Authorized Signatory of AECOM Technical Services, Incorporated** ("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 CONSULTANT's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 14th day of July, 2015.

By: 