

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

Bid/Proposal No. 15-050

Clerk Tracking No. 15-00131

Project Name: Gordon River Connector Bridge and Boardwalk

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 **Cardno, Inc.**, a Delaware Foreign Profit Corporation, authorized to do business in the State of Florida, whose business address is: **551 N. Cattleman Road, Suite 106; Sarasota, Florida 34232** (the "CONSULTANT").

WITNESSETH:

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 **Gordon River Connector Bridge and Boardwalk Project** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

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

1.4. 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 and shall be performed and completed within a timeframe of **September 30, 2016 with a 90-day Project close out time frame**. 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 **\$474,896.00** 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.

5.2 The CONSULTANT shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) Promptly notify the CITY of any public records request.

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. The 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:

Cardno, Inc.
551 N. Cattlemen Road, Suite 106
Sarasota, Florida 34232
Attention: **Douglas E. Stoker**, P.E., Transportation Practice Group Leader
FEI/EIN Number: On File State (DE)

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 care commensurate with that which is imposed upon persons or firms in consultant's profession.

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:

Cardno, Inc.
551 N. Cattlemen Road, Suite 106
Sarasota, Florida 34232
Attention: **Douglas E. Stoker, P.E.**,
Transportation Practice Group Leader

Robert A. Heck
Witness
Robert A. Heck
Witness Printed Name

By: *Douglas E. Stoker*
Printed Name: *Douglas E. Stoker*

Title: *TRANSPORTATION PRACTICE GRP. MAN.*

FEI/EIN Number: On File
A Foreign Profit Corporation (DE)

(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



**SCOPE OF SERVICES
FOR
GORDON RIVER CONNECTOR BRIDGE AND BOARDWALKS**

PROJECT BACKGROUND

Cardno, Inc. (CONSULTANT) was requested by the City of Naples, Florida (CITY) on July 24, 2015 to prepare Scope and Fee Proposal for the Gordon River Greenway Connector Bridge project. The CITY has envisioned the Baker Park and the Gordon River Greenway Connector Bridge project as an important element of the Gordon River Greenway Park system. This project is more than just a connection between Gordon River Greenway and the future Baker Park. The project will become a destination and provide a connectivity link for the area's beaches, parks, rowing community, environmentalists, and trail users. Details for aesthetic architectural treatments for the visually exposed concrete surfaces are requested by the CITY for this project in order to make the bridge more visually appealing in its environment. It is the CONSULTANT's intent to make the bridge and boardwalk "look like it fits into the environment." While City Council has selected specific design criteria for the pedestrian bridge and boardwalk, the CONSULTANT will become part of a team comprised of CITY staff, MHK Architecture and Planning (MHK), and Architectural Land Design Inc. (ALD) in developing the project as it will connect the Gordon River Greenway to the future Baker Park. MHK and ALD are under contract with the CITY to provide their services.

As described in the Preliminary Design Report (PDR) dated December 4, 2014, the Gordon River Greenway Connector Bridge is proposed to be concrete and approximately 230 feet long. The bridge and boardwalks at the 30 percent design stage were designed for H-10 vehicle (20,000 pound live load) and pedestrian traffic. City Council has modified the bridge and boardwalk design criteria. The bridge and west boardwalk will be designed for a 4000 pound maximum vehicle weight with 1000 pound wheel loads each or an appropriate pedestrian load. In addition, decorative options such as colorized concrete, inform liners, grouted stonework, etc. should be considered for the girders and pile bent caps. Details for aesthetic architectural treatments for the visually exposed concrete surfaces will be developed and considered as an option in order to make the bridge more visually appealing in its environment.

The 30 percent design bridge contained in the PDR includes one center span of 100 feet centered over the river and side spans of 65 feet on each side. The bridge provides a minimum of 11 feet of vertical clearance above mean high water (MHW) throughout the navigable center span which is one foot more than the west span of the SR 90 (US 41) Gordon River Bridge. The bridge width was 14 feet from outside-to-outside for the bridge concrete deck with a clear width of 12 feet. The bridge railings were Florida Department of Transportation (FDOT) Pedestrian/Bicycle Bullet Railing with concrete parapet that meets Americans with Disabilities Act (ADA) requirements. The bridge deck in the PDR was a simple reinforced cast in place concrete slab supported by simple span, precast, prestressed concrete, and Florida-I Beam 45-inch depth. The CITY is now requesting a decorative IPE wood deck and railing in place of the concrete bridge deck and concrete railing that will meet ADA requirements. The substructures for the bridge over the Gordon River have been anticipated to consist of driven precast concrete piles configured with the concrete piles embedded in cast-in-place concrete cap to support the IPE wood deck and railing.

The west boardwalk is approximately 320 feet long and the east boardwalk will be approximately 292 feet long. Both boardwalks, as designed in the PDR, are composed of multiple eight-foot individually pile supported spans (for H-10 vehicle loading). The 30 percent work also called for the inside clear width of the west boardwalk between handrails to match the bridge inside clear dimension of 12 feet. On the east boardwalk, the outside-to-outside dimension of the boardwalk is restricted to 12 feet in order to minimize impacts to the wetlands and the mangroves. The CITY also requested this 12-foot outside-to-outside boardwalk dimension be used for the east boardwalk and bridge. The design of the west boardwalk and bridge will be modified to reflect the lighter vehicle load requested by the CITY. The decorative railing and decking for the bridge and boardwalks will be IPE wood. The east boardwalk is expected to be constructed utilizing the top-down construction technique to minimize construction impacts to the conservation area.

The work proposed by the CONSULTANT will advance the design of the bridge and boardwalks as well as obtaining permits to construct the bridge and boardwalks. The design requested by the CITY is summarized below:

- The **East boardwalk** is comprised of IPE wood railing and decking. The east boardwalk components are currently designed for the worst case of the H-10 vehicle (live load) or the appropriate pedestrian loading, and have a 12-foot out-to-out deck width. To accommodate top-down construction loading, the boardwalk's substructure (timber pile and timber bent cap) will be designed for the worst case of the H-10 vehicle loading. It is assumed the top-down construction technique will incorporate equipment mats on top of the IPE wood deck that spans from pile bent support to pile bent support, which does not place the construction load directly on the wood stringers and wood decking. Therefore, the boardwalk superstructure (wood stringers and IPE wood decking) can be designed for the lighter 4000 pound vehicle (live load) used for the west boardwalk and bridge. This results in a less expensive boardwalk because of the smaller wood stringers and IPE wood decking sizes. This also assumes top-down construction technique used for the boardwalk and construction equipment accessed will be from the west end (water side) of the proposed boardwalk.
- The **West boardwalk** was revised to be designed for a 4000 pound vehicle (live load) with 1000 pound wheel loads each or an appropriate pedestrian load. Also, an IPE wood decorative railing will be utilized and the decking material will be IPE wood. The 12-foot out-to-out deck width will be the same as the east boardwalk. Pile spacings should be reevaluated with the new loading than what was used in the PDR.
- The **Bridge** will be revised to be designed for a 4000 pound vehicle (live load) with 1000 pound wheel loads each or an appropriate pedestrian load. The requested deck material is IPE wood and the bridge railing should match the boardwalk's decorative railing. The span configuration (65 feet/100 feet/65 feet) will remain the same as shown in the PDR. The 12-foot out-to-out deck width will be the same as the east and west boardwalks. The same 12-foot out-to-out of deck width will afford the contractor an economy of scale by using the same IPE wood decking standard board length of 12 feet for all three locations. Colorized concrete will be considered for the girders, pile bent caps and pilings. Aesthetic treatments for the visually exposed surface of the concrete pile bent caps, piling and exterior girders will be considered.

SCOPE OF WORK

The following is a description of the services to be provided by the CONSULTANT:

TASK 1 - 60 PERCENT DESIGN DEVELOPMENT

This task provides for production and submittal of further design development of the Bridge over the Gordon River and boardwalks to the 60 percent completion stage design documents. This task will be initiated after the receipt of approval from the US Coast Guard. The 60 percent plans will **also** be used to refine cost estimates and for permitting.

The CONSULTANT will re-evaluate the bridge with respect to the 4000 pound vehicular load (1000 pound wheel load) and IPE wood boardwalk as requested by the CITY. This will determine the most economical combination of concrete beam size/spacing and IPE wood deck member size.

The evaluation will require the development of structural calculations to determine member sizes/spacing in order to revise the vertical profile while maintaining the minimum vertical clearance over the mean high water (MHW) elevation. The horizontal alignment will not change. The result of this evaluation will be to provide the US Coast Guard the preparation of a revised sketch depicting the plan and elevation view of the bridge for their initial navigational approval and to support initial environmental permitting.

This task includes development of:

- Constructability review.
- Updated opinion of probable construction costs with and without architectural treatments.
- Index of specifications (Table of Contents).
- 60 percent design drawings

Up to five paper copies (half-size) and a PDF of the design drawings, constructability review, updated opinion of probable construction costs, and index of specifications will be provided to the CITY.

The following work elements will be performed to complete the 60 percent design of the bridge and boardwalks pending initial approval of the bridge by the CITY and US Coast Guard:

Subtask 1.1 - Bridge Scour Analysis, Hydraulics and Hydrology

INTERA Incorporated, as a subconsultant to the CONSULTANT, will develop a hydraulic model using HEC-RAS or 2-D software of the Gordon River for determining the hydraulic and scour effects of the proposed bridge's piles. Results of the scour analysis will be used as part of the selection of bridge pile sizes and depths. This model will include developing the hydrology (for the 100-year storm frequency) of the existing drainage basin for input into the HEC-RAS model. The downstream boundary for the model will be the US 41 (Tamiami Trail) bridge. Gordon Pass (this location of downstream boundary allows for the specification of a known downstream hydrograph). A storm surge hydrograph will be developed for this location and the results will be the basis of the tail-water elevation for the downstream boundary of the model. Once a model is established for the existing conditions, this model will be the basis for developing a Proposed Conditions Model (PCM) which will include the proposed bridge. It is assumed there will be one

bridge configuration of the PCM. Included in the subtask are surveys of the cross sections for input into the model approximately 500 feet upstream and downstream of the centerline of the bridge and near US 41.

Subtask 1.2 - Geotechnical

GAF International, Inc., as a subconsultant to the CONSULTANT, will update the geotechnical analysis for the boardwalk and bridge provided in the PDR, with supplemental soil borings west of the river. We anticipate the confirmation soil boring at the west boardwalk is accessible and can be completed as part of this scope of services. It is anticipated that pile recommendations will be required at three locations (east boardwalk, bridge, and west boardwalk). Each location may have different pile sizes and loading conditions. In addition, we understand dynamic testing of test piles using Pile Driving Analyzer (PDA) may be required during construction. However, post design services are not included within the scope of this proposal. Therefore, the Pile Driving Analyzer (PDA) testing performed during construction is not part of this scope of services. The following tasks will be included:

- West Side of River - Perform one confirmation SPT boring advanced to a depth of 70 feet below existing site grade.
- Baker Park Path – Perform ten (10) hand-held augers (every 200 linear feet) for soil classification determination and recommendations for the stabilized subbase.
- Perform visually classify and stratify the soil/rock samples recovered and perform laboratory testing to facilitate classification of samples.
- Pile analyses will include static and lateral load analyses for piles based on provided geotechnical information and proposed pile design criteria (to be provided).
- Pile recommendations will utilize FB-Deep pile analysis software and include estimated pile size and lengths, test pile and pre-drilling recommendations.
- Summarize activities in the form of a Geotechnical Engineering Report, which will include the test procedures used, the data collected, a discussion of project specific geotechnical concerns, our engineering evaluation and recommendations, a site plan showing the test locations, and a software generated log of each test boring.

Subtask 1.3 - Civil/Site Design for Connection of Greenway to Boardwalk

CONSULTANT will design connections from the east boardwalk to paved Greenway trail. The bridge team will coordinate with the CITY staff and Collier County to design the tie-in connection of the east boardwalk to the Greenway Trail. The proposed east boardwalk will be designed to connect the existing trail to the proposed east boardwalk end. The proposed east boardwalk will maintain the alignment through the protected mangroves as approved by the Conservancy.

Subtask 1.4 - Electrical Navigational and Pedestrian Lighting

The CONSULTANT will provide the electrical navigational for the bridge and pedestrian lighting for the bridge and boardwalks as follows:

The CITY will provide the CONSULTANT the location of the power source which will be along Riverside Circle. In addition to developing the plans for the navigation lighting, coordination will

be done with Florida Power & Light (FPL) Company for the power service. Voltage drop calculations will be performed by the CONSULTANT to determine the appropriate wire size.

1.4.1 Electrical Navigational Lighting

The CONSULTANT will coordinate with the US Coast Guard on navigation light requirements. The CONSULTANT will specify the appropriate navigation fixtures/markings and develop navigation lighting plans per the Coast Guard's guidance. Details for the navigational lighting attachment to the bridge will follow FDOT Design Index 21220 and USCG Bridge Lighting and Other Signals Manual.

1.4.2 Electrical Pedestrian Lighting

The CITY and the CITY architectural team will provide the CONSULTANT with the selected pedestrian lighting. CONSULTANT will provide information regarding lighting based on a Lighting Analysis Report for CITY review and will attend one meeting with the CITY. The Lighting Analysis Report will be completed for the selected lighting. Details for the above will also be provided where additional information is necessary for the contractor.

Subtask 1.5 - Structural

The CONSULTANT will provide the following:

- The deck and railing will be revised from cast-in-place concrete to IPE wood decking and railing to match the boardwalks. The combination of precast, prestressed concrete beams and a wood deck is especially unique. This will require the development of special details to connect the wood deck to the concrete beams. Long-term maintenance issues and useful service life considerations will need to be carefully evaluated when developing the details for the deck/beam interface.
- The bridge railing will be revised from the standard FDOT railing to match the boardwalk's decorative railing with IPE wood posts and hand rails. As with the deck/beam combination, the attachment for the wood posts to the architecturally patterned finish for the concrete beam is a very unique situation requiring careful evaluation of the connection details. The CITY's architect will provide the rendering and details for the decorative railing. The CONSULTANT will provide the engineering for the railing.
- The east boardwalk is to remain the same with the exception of an IPE wood decorative railing and utilizing IPE wood for the decking. The stringer spacing will be re-evaluated using the IPE wood deck. To accommodate top-down construction, the boardwalk's substructure (pile and bent cap) will be designed for the worst case of the H-10 vehicle or pedestrian loading. The superstructure (stringer, decking) will be designed for a 4000 pound vehicle with 1000 pound wheel loads each or an appropriate pedestrian load. The 12-foot out-to-out dimension of the deck remains the same.
- The Greenway Bridge over the Gordon River and west boardwalk will be designed for a worst case of a 4000 pound vehicle with 1000 pound wheel loads each or an appropriate pedestrian load. The 12-foot out-to-out dimension of the deck is the same as the east boardwalk.
- A re-evaluation of the foundation loading will be required due to the change in decking material, vehicular loading and railing from the standard FDOT rail to the wood railing.

- Boardwalk wood stringer size and spacing will be re-evaluated as a result of the design loading change.
- Bent cap size, bent spacing will be re-evaluated as a result of the design loading changes.
- Pile spacings, sizing and capacities will be re-evaluated as a result of the design loading changes.
- Lighting supports for the bridge and boardwalks will be designed and detailed.
- Colorized concrete for the beams, pile bent caps and pilings will be developed and considered as an option. The CITY's architectural team will provide the color(s).
- Details for an aesthetic treatment consisting of an architecturally patterned finish textures for the visually exposed concrete surfaces will be developed and considered as an option. The CITY's architectural team will provide the color(s) and specific texture pattern(s).
- 3D CADD renderings of the bridge over the Gordon River depicting the colorized concrete elements and the architecturally patterned finish treatments for the visually exposed concrete surfaces. Three different perspective views of the bridge with the pavilion/look-out will be developed.
- A detailed 30-second animated fly-through of the full corridor. The fly-through will start in an area where the view of the proposed bridge is largely obscured by trees and shadow. The camera will then move toward the clearing, revealing the proposed bridge, water, sky, trees, walkers, bicyclists, and kayakers as the camera moves out of the trees into full view of the corridor in bright sunlight. All people will either be in full motion and perform actions such as walking, jogging, riding a bike, or kayaking, or be stationary but moving and gesturing as they peer out from the pavilions or standing next to the rails. The camera will fly over the bridge corridor at approximately 10 feet to 30 feet above the boardwalk and bridge and may swing out over the water for a larger, more expansive view of the corridor.

TASK 2 - PERMITTING

Turrell, Hall and Associates (THA), as a subconsultant to the CONSULTANT, will be completing this task. This task includes updating of initial reconnaissance and data collection that has been completed in previous iterations of the project. Items such as the Submerged Resource Survey and Threatened & Endangered Species Survey are over a year old and will require updates for the ERP application. The staking for the Wetland Delineation and bridge footprint has also degraded a bit and should be updated for the Agency reviews at the time of the ERP application(s).

In terms of agencies which would review the applications, we would expect the SFWMD to review the modification of the Airport permit (Permit No. 11-01743-P) and conservation easement associated with the eastern bridge landing. We expect the FDEP to review and process the bridge permit and western landing. They would also review the Submerged Lands submittal and the final authorization for those would be issued from FDEP Division of State Lands in Tallahassee.

The US Army Corps of Engineers would also drive the ERP federal permit, but will rely on the US Coast Guard for bridge and channel marker permitting. We plan to request a Categorical Exclusion (CE) permit from the US Coast Guard and a nationwide permit from the US Army Corps of Engineers. US Fish & Wildlife Service and National Marine Fisheries Service will coordinate with both the USCG and USACE on wildlife and marine fisheries reviews, and the Florida Fish & Wildlife Conservation Commission (FWC) will coordinate for certain marker signage and manatee issues.

Although it does not appear the proposed bridge alignments interfere with airport runway approach patterns, verification that the design specifications are within FAA guidelines will be required through brief coordination.

Historical Resource protection will be driven largely by the State Division of Historical Resources and various Indian tribes in Florida during the Federal public notice comment period. Based on known findings in the area, there are no resources on either the park or bridge sites; however it is likely that a resource survey might be requested during permitting to satisfy Indian tribes. Those surveys are not performed by our office, but will be resourced out to reputable firms we have worked with in the past.

Subtask 2.1 - Submerged Resource Survey

The entire bridge span and both shoreline connection locations will be re-surveyed by two (2) underwater divers and one boat support staff member for safety and insurance reasons, to verify the presence or absence of any submerged resources. The re-survey is necessary due to the time frame since the previous survey was completed. The agencies (FDEP, FFWCC, and NMFS) all require the survey to be less than a year old at the time of the permit submittal.

A report documenting the findings of this survey update will be drafted for use in the ERP permit applications. There have been no resources observed in the past two surveys (2008 and 2014). However, conditions can change and a survey less than a year old will be required.

Subtask 2.2 - Wetland and Bridge Crossing Delineation

The site will be visited to re-flag the jurisdictional wetland limits prior to any site visits by agency staff. Re-staking of the proposed footprint will also be required for agency review during their site visits. A lot of the old ribbon has been degraded and is missing or faded and makes visualizing the footprint from the field more difficult. We will coordinate with the surveyor on the timing and extent of the staking required.

Subtask 2.3 - Threatened & Endangered Species Survey

Similar to the Submerged Resource Survey, an updated listed species survey will be required for the ERP submittal. Two additional species have been listed (red knot and bonneted bat) since the previous work on this project and will need to be addressed in the Listed Species Survey Update.

Subtask 2.4 - Pre-Permitting Agency Coordination & Pre-Application Meeting Attendance

Contact will be made with the various state and federal agencies responsible for permit issuance and for commenting on applications. These pre-application meetings will allow us to better determine any special permitting requirements they foresee and to determine areas of concern to address as part of the initial permit applications.

Subtask 2.5 - Permitting

This task includes services required for preparing and submitting appropriate permit applications, attending meetings with regulatory agencies, and response to requests for additional information as specified herein. Currently, it is envisioned that the following agencies will be involved and the associated permits (or permit modifications) obtained:

- Florida Department of Environmental Protection
 - ERP permit for bridge crossing and western landing
 - State Lands Authorization (Lease or Consent of Use)
 - National Pollutant Discharge Elimination System (NPDES)
- South Florida Water Management District
 - ERP modification for Airport Permit (Permit No. 11-01743-P)
 - Conservation Easement modification
- US Army Corps of Engineers
 - Modification of Airport Section 404 Permit
 - New Section 404 (Dredge and Fill) for west landing
 - Section 10 Authorization for Bridge (Structures or work affecting navigable waters of the US)
- US Coast Guard
 - Bridge Permit
 - Aids to Navigation Permit (if markers are installed to help control vessel traffic approaching and under bridge)
- Florida Fish and Wildlife Conservation Commission
 - Commenting agency regarding potential Manatee impacts
 - Uniform Waterway Marker Permit
- National Marine Fisheries Service
- US Fish and Wildlife Service
- Florida Division of Historical Resources
- Naples Airport Authority/Federal Aviation Authority

Turrell, Hall and Associate's (THA) role in this aspect of the permitting will be to coordinate with the CITY and the CONSULTANT's design team to assemble documentation needed for the environmental permit submittals and eventual Agency authorizations associated with the Bridge project and the Baker Park temporary pathway connecting the bridge's west boardwalk to Riverside Circle. Upon receipt of the engineering plans depicting the Bridge footprint and

relevant details, THA will prepare the applications, integrating the engineering and environmental documentation into cohesive submittal packages for submittal to the state and federal issuing agencies. One key aspect of the bridge and boardwalk landing submittals will be a Biological Assessment document (outlining potential listed species concerns and ways in which potential impacts will be avoided or ameliorated), and Avoidance and Minimization document for the US Army Corps of Engineers. Providing these documents up front will reduce the permit review time with them and potentially help improve the review times with the wildlife agencies as well.

During permit review, there will be requests for additional information on both the environmental and engineering aspects that will have to be coordinated with the CITY and the design team before responses can be prepared and submitted. Time has been set aside for any meetings with permitting review agencies required during this process. Time has also been included for review of permits as they are issued to insure accuracy and consistency between project aspects and Agency requirements.

TASK 3 - 90 PERCENT AND 100 PERCENT DESIGN DOCUMENTS

Subtask 3.1 - 90 Percent Design Documents

Following approval from the CITY of the 60 percent design documents listed in Subtask 1.5 and based on the CITY'S decision regarding architectural treatments for outside girders and pile caps, the CONSULTANT will continue to develop the design plans and specifications for the project. The 90 percent design drawings will be prepared that incorporate CITY comments and final modifications based on review of the 60 percent design drawings. The list of expected design drawings is in Task 1. At the 90 percent design level, a compilation of specifications will also be prepared. The opinion of probable construction cost will also be updated. These documents will be submitted to the CITY for review and comment. Up to 10 paper copies (11" x 17") and a PDF of each of the above will be provided in electronic format.

Subtask 3.2 - 100 Percent Design Documents

After the CITY's approval of the 90 percent design drawings, specifications, opinion of probable construction cost, and revisions required by permitting agencies, design drawings, specifications and the opinion of probable construction cost will be finalized. The bid package will be assembled and will include:

- Final Design Drawings (Signed & Sealed).
- Specifications including the CITY's front-end contract documents.

The final opinion of probable construction cost will also be provided. Up to three (3) full-size and five (5) half-size paper copies and a PDF of each of the above will be provided in electronic format.

TASK 4 - BIDDING ASSISTANCE

Subtask 4.1 - Assistance during Bidding

The CONSULTANT will assist the CITY in preparation of the advertisement of the bid, attend one pre-bid conference, receive and respond to bidders questions (up to five) and prepare addenda for prospective bidders. The CITY will advertise for bids.

Subtask 4.2 - Bid Evaluation

The CONSULTANT will tabulate the bids and make a written recommendation to the CITY based on information submitted by the bidder and comparisons of bids. Bidding assistance ends when the project has been awarded by City Council.

TASK 5 - PROJECT MANAGEMENT, QUALITY CONTROL AND MEETINGS

Subtask 5.1 - Project Management

Activities performed under this task consist of those general administrative functions required to maintain the project on schedule and within budget. CONSULTANT's project manager will prepare and submit monthly status reports to accompany each invoice throughout the duration of this project.

Subtask 5.2 - Quality Control

One formal Technical Review Committee (TRC) meeting is included in this scope. Representatives of the CITY and the CITY's architectural team will be invited to attend. In addition, the scope includes periodic reviews by senior technical experts and the Lead Design Engineer.

Subtask 5.3 - Meetings

The CONSULTANT expects to have one meeting with the CITY and the CITY'S architectural team prior to initiating the 60% design to obtain the select lighting and other architectural treatments/facades provided by the CITY. A second meeting will be held and a PowerPoint presentation of the 60 percent design will be made to the CITY Council. As part of the PowerPoint presentation, CONSULTANT will provide 3D CADD renderings of the bridge over the Gordon River depicting the colorized concrete elements and the architecturally patterned finish textures for the visually exposed concrete surfaces to be considered. Three different perspective views of the bridge with the pavilion will be developed. Review comments regarding the 90 percent design documents will be received by written means. Up to three (3) members of the CONSULTANT team will be present at each meeting at the CITY's office.

TASK 6 – SUPPLEMENTAL SURVEY SERVICES

E.F. Gaines Surveying Services, as a subconsultant to the CONSULTANT, will prepare a Topographic Survey that will include the following tasks:

- Recover and verify existing project control points set by TKW Consulting Engineers as shown on prior Topographic Surveys.

- Locate and obtain elevations of the existing asphalt Greenway Trail for 200 feet in each direction from its intersection with the east end of the proposed boardwalk.
- Locate improvements and obtain elevations for a 100 feet x100 feet area at the intersection of Riverside Circle and the west end of the proposed pathway. Provide signed and sealed copies of the Topographic Survey along with a digital AutoCAD drawing file and an ASCII point file.
- Stake the centerline of the proposed boardwalk every 10 feet with ribboned lath for environmental agency viewing.
- Locate 1000 feet +/- of ribbon line; 200 feet along the park property peninsula (100 feet north and south of the westerly connection of the proposed bridge) and 800 feet along the existing asphalt path (200 feet north and south on both sides of the proposed boardwalk connection). The ribbon will be in place so it can be located at the same time the field work is performed for the topographic survey). The ribbon line locations will be added to Topographic Survey map.
- Prepare a Legal Description and Sketch of the proposed boardwalk area based on line work to be provided by others including boundary and Mean High Water lines from prior surveys. No field surveying will be performed for the purpose of establishing the location of the easement.
- Prepare a Legal Description and Sketch of the preempted area associated with the bridge based on line work to be provided by others including boundary and Mean High Water (MHW) lines from prior surveys. No field surveying will be performed for the purpose of establishing the location of the easement.

TASK 7 - BRIDGE PAVILION/LOOK-OUT (OPTIONAL)

The CONSULTANT will provide design and construction document for the bridge pavilion/look-out to be located on the south side and north side of the bridge immediately adjacent to the pile bent supporting the eastern most 65-foot span and the 100-foot span. It is anticipated that no additional foundations would be required consisting of additional concrete pile bents or additional piles supporting the pavilion/look-out areas. The size of the pavilion/look-out area is anticipated to be a minimum of 5 feet wide by 10 feet long (preferably between 6 feet to 8 feet wide by 10 feet long) on both sides of the bridge's 12-foot wide deck area.

The pavilion/look-out area decking will be the same bridge decking and will allow pedestrian-only access to the look-out area through an opening in the bridge railing. The look-out is expected to be constructed of IPE wood decking and railing with a gazebo like roof covering the entire pavilion/look-out plan areas and bridge area. Decking under the look-out pavilion will be compatible with the IPE bridge decking. Lighting on the pavilion look-out will be compatible with the bridge lighting. The look-out deck will have railings compatible with the bridge railings.

Included in this task is one meeting with the CITY and CITY'S architectural team to discuss the architectural elements of the pavilion/look-out.

TASK 8 - BAKER PARK TEMPORARY PATH (OPTIONAL)

The CONSULTANT will design a 12-foot wide path that connects the west end of the west boardwalk to Riverside Circle area along the south side of future Baker Park property. The CONSULTANT will coordinate with CITY staff to discuss the temporary path alignment. The southern alignment would result in approximately 1800 linear feet of this 12-foot wide path. The path will tie-into the existing 10-foot wide concrete sidewalk at south end of Riverside Circle. CITY will provide the CONSULTANT with existing utility locations. The path's alignments inside edge (waterside) would be at a minimum of 25 feet offset landward from the wetlands limit line. The boundary of the wetland limit is depicted in the wetland survey FLUCCS Map and as shown on prior Topographic Surveys. The CONSULTANT will consider pervious asphalt surface with a sub-base of horticultural fill.

Included in this task is two meetings with the CITY to discuss the layout, surface options and other elements required to design the path.

ASSUMPTIONS - SCOPE OF WORK

These services will be generally performed under the following assumptions:

- The CITY will provide the CONSULTANT the location of the power source which will be along Riverside Circle.
- The CITY and the CITY architectural team will provide the CONSULTANT with the selected pedestrian lighting.
- The CITY will provide CONSULTANT existing utility locations.
- The CITY's architectural team to provide configuration and rendering details for decorative railing for bridge and boardwalk.
- The CITY's architect to provide the color and specific pattern for the architecturally patterned finish and textures for the bridge's visually exposed concrete surfaces to be considered as an option.
- Bridge Design Calculations in accordance with AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and AASHTO Guide for the Development of Bicycle Facilities.
- The 60 percent design drawings for bridge and boardwalks will be used for permitting.
- The CITY will provide the front-end contract documents for the bidding.
- The CITY will advertise for bids and provide bid documents to interested bidders.
- Cost estimates will be prepared using historical Florida Department of Transportation unit costs and municipal bid tabulations unit costs.
- The CITY will pay permitting fees.
- The CITY is responsible for obtaining conservation easements for the east boardwalk. CONSULTANT's survey subconsultant, E.F. Gaines, will complete the legal description for this easement.
- A "No-Rise Certification" is not required. The project is not in a floodway.

- East boardwalk, west boardwalk and bridge outside-to-outside overall decking widths will be the same 12'-0" wide dimension and resulting clear width will be the same for these three locations.
- East boardwalk design loading of H-10 (live load) for top-down construction loading will be applied to the substructure (timber piles and timber bent cap) only. The boardwalks superstructures (wood stringers and decking) will be designed for a 4000 pound vehicle (live load).
- The CITY will provide existing topographic surveys of the park, the river crossing bathymetric survey and the proposed boardwalk areas for CONSULTANT's use in the design.
- The CITY will provide existing CADD files for CONSULTANT's use.
- Utility Coordination or utility relocations are not included in this scope of services.
- The following survey tasks are not included in the scope of work: verification of topographic and bathymetric survey data as shown on prior surveys; surveying of Mean High Water lines; re-establishing benchmarks if those shown on prior surveys no longer exist; surveying of section lines or parcel boundary lines; and preparing a Boundary Survey of the Preempted Bridge Area.

TIME OF COMPLETION/SCHEDULE

Work under this contract will begin immediately upon receipt of Notice to Proceed. The sketches for permitting and navigation approvals will be completed within eight (8) weeks of CONSULTANT receipt of notice to proceed. The draft 60 percent design drawings, index of specifications, updated construction cost estimate, construction sequence, and constructability review (60 percent design documents) will be provided within sixteen (16) weeks of CONSULTANT'S receipt of US Coast Guard approvals. 90 percent design documents will be provided sixteen (16) weeks after receipt of CITY comments regarding the 60 percent design documents. Final 100 percent signed and sealed design documents will be provided within four (4) weeks of receipt of CITY approval of the 90 percent design documents and issuance of necessary permits and CONSULTANT'S receipt of CITY front-end documents. Bidding assistance will be provided as required based on the CITY procurements.

COMPENSATION

For professional engineering services under this Authorization, Cardno, Inc. will be compensated on a lump sum basis for the amount of \$474,896.00. Cardno, Inc. will submit monthly invoices based upon acceptable percentage of the work completed as determined by the CITY project manager.

END SCOPE OF WORK



Gordon River Connector Bridge and Boardwalk

City of Naples Bid No. 15-050



Activity ID	Activity Name	Original Start	Finish	Duration
Gordon River Connector Bridge				
Task 1 - Review of Existing Documents and Coordination				
A1000	Notice to Proceed	09/01/15	07/01/16	35
Bridge Re-Evaluation				
A1110	Review Existing Data	09/04/15	10/05/15	22
A1115	Structural Re-Evaluation	09/14/15	10/05/15	15
A1120	Meeting with Team Members/City	10/05/15	10/05/15	1
A1125	City Review	10/05/15	10/05/15	0
Initial Permitting				
A1140	Prepare Plan and Elevation Sketches for USGC	10/06/15	10/19/15	10
A1150	Pre-Application Meeting with USGC	10/06/15	10/19/15	0
Task 2 - 60% Design				
A2100	60% Plans Preparation	10/20/15	02/12/16	84
A2200	Geotechnical Analysis	10/20/15	01/07/16	50
A2300	Bridge Scour Analysis Hydraulic and Hydrology	10/20/15	11/16/15	20
A2340	Structural Design	10/20/15	11/02/15	10
A2350	Civil/Site Design for Connection to Boardwalk	12/03/15	01/07/16	20
A2360	Design Navigational and Pedestrian Lighting	12/03/15	12/02/15	30
A2370	60% Probable Construction Cost Preparation	12/03/15	01/07/16	20
A2390	60% In-House QC Review	01/08/16	01/08/16	1
A2391	60% Constructability Review	01/11/16	01/15/16	5
A2399	60% Plans and Index of Specifications Submitted	01/11/16	01/15/16	5
A2500	City Review 60% Submittal	01/18/16	02/05/16	15
A2550	Respond to City 60% Comments	02/08/16	02/12/16	5
A2600	City Council Workshop	02/08/16	02/12/16	0
Task 3 - Permitting				
A2910	Prepare Permit Application	02/15/16	05/13/16	65
A2920	Permit Review by Agency	02/15/16	03/04/16	15
A2930	Permit Edit/Modification (RAI)	03/07/16	04/01/16	20
A2940	Permit 2nd Review by Agency	04/04/16	04/15/16	10
A2950	Permit Approved	04/18/16	05/13/16	20
Task 4 - 90% and 100% Design				
A3100	90% Plans and Specifications Preparation	02/15/16	03/29/16	32
A3200	90% Probable Construction Cost Update	03/30/16	03/30/16	1
A3290	90% Plans In-House QC Review	03/31/16	04/06/16	5
A3300	90% Plans and Specifications Submitted	04/06/16	04/06/16	0
A3700	City Review 90% Submittal	04/07/16	04/27/16	15
A3750	Respond to City 90% Comments	04/28/16	05/04/16	5
A4100	100% Plans and Specifications Preparation	04/28/16	05/25/16	20
A4160	100% Probable Construction Cost Update	05/26/16	05/26/16	1
A4190	100% Plans In-House QC Review	05/27/16	06/03/16	5
A4209	100% Plans Submittal (Unsigned)	06/03/16	06/03/16	0
A4600	City Review 100% Plans (Unsigned)	06/06/16	06/24/16	15
A4650	Respond/Edit 100% Plans (Signed/Sealed)	06/27/16	07/01/16	5
A4699	100% Plans Submittal (Signed/Sealed)	07/01/16	07/01/16	0
A4999	End of Plans Production	07/01/16	07/01/16	0
Task 5 - Bidding Assistance				

10-Months Design & State Permit Schedule
Up to 16-Months Federal Permit Schedule

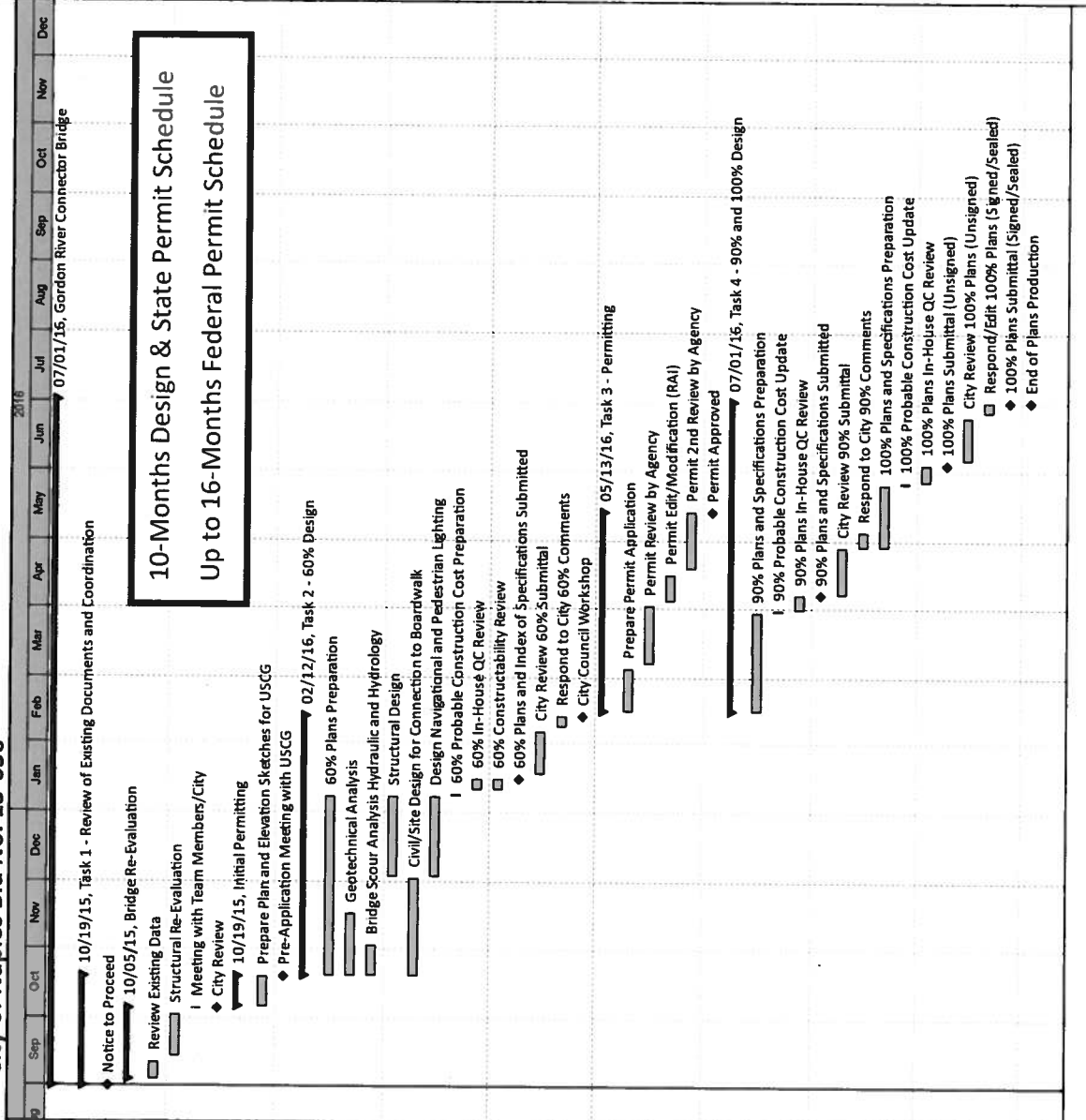


EXHIBIT B

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 Attachment B-1 which is attached and made a part of this Agreement.

Retainage: Not applicable to this Agreement.

END OF EXHIBIT B



ACTIVITIES/ FEE ESTIMATE COMPUTATIONS

**Gordon River Connector Bridge and Boardwalks
Engineering Services for Final Design, Permitting and Bidding Assistance**

Rev 8/06/15

ACTIVITY	Principal		Senior Project Manager		Senior Engineer		Engineer		Designer		CADD Technician		Clerical/Administrative Staff		Cardno's Activity Fee	Cardno's Staff-hours By Activity	Subconsultant Costs	Total Costs
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate				
Task 1 - 60 Percent Design Documents	0	\$206.00	0	\$172.00	0	\$157.00	0	\$123.00	0	\$100.00	0	\$81.00	0	\$62.00	\$0.00	0	\$17,953.00	\$17,953.00
Subtask 1.1 - Bridge Scour Analysis, Hydraulics and Hydrology	0	\$206.00	0	\$172.00	0	\$157.00	0	\$123.00	0	\$100.00	0	\$81.00	0	\$62.00	\$0.00	0	\$9,955.00	\$9,955.00
Subtask 1.2 - Geotechnical	0	\$206.00	9	\$172.00	38	\$157.00	27	\$123.00	0	\$100.00	29	\$81.00	14	\$62.00	\$14,052.00	117	\$0.00	\$14,052.00
Subtask 1.3 - Civil/Site for Connection of Greenway to Boardwalk	0	\$206.00	8	\$172.00	30	\$157.00	24	\$123.00	0	\$100.00	24	\$81.00	9	\$62.00	\$11,540.00	95	\$0.00	\$11,540.00
Subtask 1.4 - Electrical Navigation and Pedestrian Lighting	24	\$206.00	118	\$172.00	390	\$157.00	236	\$123.00	0	\$100.00	295	\$81.00	119	\$62.00	\$146,771.00	1,182	\$0.00	\$146,771.00
Subtask 1.5 - Structural	0	\$206.00	0	\$172.00	0	\$157.00	0	\$123.00	0	\$100.00	0	\$81.00	0	\$62.00	\$0.00	0	\$62,935.00	\$62,935.00
Task 2 - Permitting	9	\$206.00	100	\$172.00	300	\$157.00	182	\$123.00	0	\$100.00	227	\$81.00	90	\$62.00	\$112,507.00	908	\$0.00	\$112,507.00
Task 3 - 90/100 Percent Design Documents	0	\$206.00	23	\$172.00	23	\$157.00	0	\$123.00	0	\$100.00	0	\$81.00	12	\$62.00	\$8,311.00	58	\$0.00	\$8,311.00
Task 4 - Bidding Assistance	11	\$206.00	172	\$172.00	23	\$157.00	0	\$123.00	0	\$100.00	0	\$81.00	23	\$62.00	\$36,887.00	229	\$0.00	\$36,887.00
Task 5 - Project Management, Quality Control and Meetings	0	\$206.00	0	\$172.00	0	\$157.00	0	\$123.00	0	\$100.00	0	\$81.00	0	\$62.00	\$0.00	0	\$10,540.00	\$10,540.00
Task 6 - Supplemental Survey Services	44	\$206.00	430	\$172.00	804	\$157.00	469	\$123.00	0	\$100.00	575	\$81.00	267	\$62.00	\$330,068.00	2,589	\$101,383.00	\$431,451.00
Subtask 7 - Bridge Pavement/Deck Out (Optional)	0	\$206.00	21	\$172.00	41	\$157.00	27	\$123.00	0	\$100.00	34	\$81.00	14	\$62.00	\$16,992.00	137	\$0.00	\$16,992.00
Task 8 - Baker Park Temporary Path (Optional)	0	\$206.00	28	\$172.00	65	\$157.00	43	\$123.00	0	\$100.00	59	\$81.00	22	\$62.00	\$26,453.00	217	\$0.00	\$26,453.00
Subtask 6 - Supplemental Survey Services	0	\$206.00	48	\$172.00	106	\$157.00	70	\$123.00	0	\$100.00	93	\$81.00	36	\$62.00	\$43,445.00	354	\$0.00	\$43,445.00
GRAND TOTAL	44		479		910		539		0		668		303		\$373,513.00	2,943	\$101,383.00	\$474,896.00

SUBCONSULTANTS SUMMARY:
 Subtask 1.1 - Bridge Scour Analysis, Hydraulics and Hydrology (INTERA, Incorporated) \$17,953.00
 Subtask 1.2 - Geotechnical (GFA International) \$9,955.00
 Task 2 - Permitting (Turrell, Hall & Associates, Inc.) \$62,935.00
 Task 6 - Supplemental Survey Services (E.F. Gaines Surveying Services) \$10,540.00
Total \$101,383.00

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.

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 **Transportation Practice Group Leader of the Cardno Inc.** 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 11 day of August, 2015.

By: 