

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

Bid/Proposal No. RFQ 15-048

Clerk Tracking No. 15-00132

Project Name: Naples Beach Stormwater Outfalls

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 **Erickson Consulting Engineers, Incorporated**, a Florida Profit Corporation, authorized to do business in the State of Florida, whose business address is: **7201 Delainey Court; Sarasota, Florida 34240** (the "CONSULTANT").

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

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

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

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

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by the CONSULTANT are generally described as **Naples Beach Stormwater Outfalls** 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 by **July 31, 2016 with a 60-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 **\$281,100.00** 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. 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:

Erickson Consulting Engineers, Incorporated
7201 Delainey Court
Sarasota, Florida 34240
Attention: **Karyn M. Erickson**, President
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of 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:

Erickson Consulting Engineers, Incorporated
7201 Delaine Court
Sarasota, Florida 34240
Attention: **Karyn M. Erickson**, President

Tanya M. Hasse
Witness

Tanya M Hasse
Witness Printed Name

By: *Karyn Erickson*

Printed Name: Karyn M Erickson

Title: President

FEI/EIN Number: On File
A Florida Profit Corporation (FL)

(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

**NAPLES BEACH STORMWATER OUTFALLS - SCOPE OF SERVICES (PHASE 1)
PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF NAPLES AND ERICKSON CONSULTING
ENGINEERS, INC**

PROJECT DESCRIPTION

Currently, the City of Naples Drainage Basin II system collects the stormwater and discharges via ten (10) beach outfalls located within the swash zone. Currently, flooding of local roads is common during high tides and heavy rain events. The City would like to determine the feasibility of siting a stormwater pump station in a location that would receive all or a portion of the stormwater within Drainage Basin II, consolidate the nine publically owned outfalls and discharge the collected stormwater through an offshore gulf discharge pipeline(s).

Erickson Consulting Engineers, Inc. has been retained to provide professional coastal and civil Engineering services to conduct the aforementioned feasibility study and preliminary engineering for a pump station, beach outfalls consolidation and offshore gulf discharge as follows:

- Task 1. Contract Management
- Task 2. Meetings, Project Coordination and Management
- Task 3. Data Compilation and Analysis
- Task 4. Planning and Design Analysis
- Task 5. Thirty Percent Design (30% Design)
- Task 6. Funding/Grant Opportunities Identification
- Task 7. Technical Report
- Task 8. Presentation to City Council

SCOPE OF SERVICES

PHASE I – Data Compilation and Analysis, Feasibility Study and Preliminary (30%) Design

Task 1: Contract Management

Engineer will provide contract management of all technical, environmental and administrative tasks necessary to execute the Project. To ensure timely and cost-effective completion of this contract, the Engineer will maintain rigid cost and scheduling controls on all work performed in association with the contract and will adhere to the Project timeline. The Engineer will coordinate sub-consultant contracts as required to establish deliverables, schedule and invoicing procedures to meet the City's requirements for payment.

Engineer will update the Project schedule (Attachment A) and budget (Attachment B) monthly to indicate progress and work accomplished. The Engineer's Project Manager will monitor and control costs, deliverables, schedules and provide quality control of all work products.

Task 2: Meetings, Project Coordination and Management

The Engineer will prepare for and attend four (4) meetings with City staff and other stakeholder representatives, as deemed necessary or appropriate by City staff. At least two (2) of these meetings will be held in person at the City Engineer's office while the two (2) meetings may be held by GoToMeeting conference technology. The Engineer's Project Manager and/or senior staff member will attend each meeting, as appropriate. The timing of these meetings is as described below and in the schedule provided as Attachment A. In addition to the meetings, bi-weekly conference calls will be held between the Engineer and City Project Managers and other team members as appropriate.

2A: Project Kick-Off Meeting. Upon entering into a contractual agreement with the City, the Engineer shall prepare for and attend the Project kick-off meeting with City staff. The purpose of the meeting is to review the Project scope and schedule as well as gain an overall understanding of the Project's goals and objectives. The meeting will set the stage for the maintenance of a high level of coordination and communication amongst the parties from the outset. The Engineer will prepare and distribute minutes to the Project participants following the meeting.

2B: Design Basis Review. The Engineer will facilitate a meeting with the City during the development of the Project design basis for each component of the Project. This meeting is expected to occur upon completion of the data compilation and analysis (Task 3) and early in the feasibility study (Task 4).

2C: Feasibility Study Findings and Recommendations. Upon completion of the data compilation and analysis (Task 3) and planning and design analysis (Task 4) tasks, the Engineer will meet with the CITY to review the findings and recommendations of the feasibility level study and the resulting recommended plan.

2D: 30% Design and Technical Report. The Engineer will meet with the City to present the draft 30% design and Technical Report.

2E: Bi-Weekly Conference Calls. The Engineer will facilitate bi-weekly conference calls with the CITY for the purpose of providing a summary on the Project status, schedule, major issues to be addressed and next steps relating to the execution of the Project.

When reviewing the remainder of the scope of work, the sequence in which a meeting is planned to occur coincident with a task is marked with an asterisk () followed by the meeting task number (e.g. *2A).*

Task 3: Data Collection and Compilation

The existing condition of the site and the surrounding area will determine the existing baseline conditions at the site to design and permit the Project at the state and local levels. Engineer will compile the data required which is necessary for design, permitting, funding and construction of the Project. Engineer will utilize existing City and publically available data to the maximum extent possible.

Task 3A: Data Collection and Compilation

Engineer will compile and analyze, at a minimum, the data identified in Attachment C for the purpose of executing the feasibility study and preliminary design. It is assumed that these data are available and sufficient to conduct the work described herein. In addition, the Engineer will conduct a site visit to document the existing site conditions.

Task 3B: Supplemental Data Collection (Allowance)

Attachment C provides a list of data required to complete the feasibility study. Should the data and information not be available as an existing data source, Engineer will notify the City with a proposal to collect the data. An allowance for data collection is provided as a Not to Exceed cost item which requires prior authorization by City Staff prior to execution of Work. Such data collection may include topographic/bathymetric surveys, biological mapping, geotechnical sampling, water quality sampling and testing, etc.

Task 3C: Prepare Base Maps

The data acquired and compiled from Tasks 3A-3B will be used to create the Project's base maps and utilized throughout the design, permitting and construction phases to create design and working drawings. The compiled base maps in AutoCAD format (2015/16) will be distributed to the City and the Project sub-consultant(s), as appropriate.

Task 4: Planning and Design Analysis

The Engineer will conduct feasibility level planning and design analysis of the siting of a stormwater pump station in a location that would receive all or a portion of the stormwater within Drainage Basin II, consolidate the nine publically owned outfalls, store/attenuate and discharge the collected stormwater through an offshore gulf discharge pipeline(s).

Task 4A: Develop Project Goals and Objectives (*2A)

Engineer will complete a review of historic data and documents (Task 1) and develop the Project goals and objectives. The goals and objectives will be reviewed and refined with the City during the project kick-off meeting (Task 2A) and at regular intervals during the execution of work as appropriate.

Task 4B: Coastal Processes Analysis (Beach Profile Variability and Depth of Closure)

A beach profile variability analysis is required to estimate the shoreline recession rates along the subject shoreline. A linear regression analysis will be performed using FDEP historic shore line data profile data and recent pre- and post-nourishment data from Collier County.

An analysis of historic beach profiles will be conducted to estimate the depth of closure which will correspond to the depth at which sediment is not expected to affect (i.e. cover or uncover) the offshore outfall system.

Task 4C: Assess Nearshore and Upland Existing Water Quality Data

Engineer will assess existing, historic water quality data for the purpose of identifying potential water quality improvements and grant funding opportunities.

Task 4D: Assess Boundaries, Variability and Quality of Nearshore Hardbottom Habitats

Engineer will assess the boundaries, variability and quality of the nearshore hardbottom habitats at the existing outfall locations, locations for consolidation and the pump station location(s). These assessments will assist in determining which design options which are most feasible and most permit-able. An assessment of the areas of impact, quality of impacted area and identification of appropriate design mitigation efforts to avoid and minimize impacts will be conducted. This information will be included in the evaluation matrix to aid the City in the selection of the preferred option(s).

Task 4E: Existing Government Property Locations, Easements and Easement Constraints

Engineer will assess property ownership and the existing utility and construction related easements for the purpose of siting the pump station as well as the outfalls consolidation and pipeline routing. Information regarding existing easements and associated easement constraints will be provided by the City and/or Collier County.

Task 4F: Existing Stormwater Model

Engineer will rely on the conceptual stormwater model completed in 2009 by Gulfshore Engineering Inc. which assessed the 25-yr/24-HR SFMWD Design Storm and the AECOM 2013 "Base Model" Basin II improvements for the 5-yr/24-HR hour storm, to maintain or slightly improving the stormwater level of service (LOS). In addition, the Engineer may utilize other modeling efforts as may be available by the City and/or SFWMD to determine stormwater quantity volumes and discharge rates for high and low frequency return period events for each outfall. Existing survey data provided by the City will be used to perform a limited verification of model input parameters within the immediate Project area. It is not the intent of this task to provide a detailed review of these models or to verify the input and output data sets for each outfall; however, it is anticipated that input parameters will be reviewed.

Task 4G: Options for Outfalls Consolidation

Engineer will assess the feasibility of outfalls consolidation, routing and offshore gulf discharge including the identification of at least two options, in addition to the no action option. For each option, the resulting pipeline location(s), alignment and level of service will be identified. Special consideration will be given to substantive system improvements in areas of known flooding and areas determined by the existing model(s) to be of higher vulnerability to flooding.

Task 4H: Establish Level of Service (*2B)

The Engineer will identify the existing stormwater discharges and associated LOS for each outfall, and for the existing outfall system as a whole. The LOS for the pump station and offshore gulf discharge pipeline(s) is expected to accommodate the LOS for the existing system requiring multiple DDL pipes (24-inch or greater). To achieve the required stormwater conveyance, the LOS will be a key design factor in developing design options described in Tasks 4I through 4K below. The Engineer will develop a design basis document and identify the LOS for each combination of design options identified. The LOS information will be included in the evaluation matrix to aid the City in the selection of the preferred option(s).

Task 4I: Outfall and Diffuser System Design Requirements

The LOS for the pump station and offshore gulf discharge pipeline(s) is expected to treat/convey high frequency rainfall events (e.g., 5-yr/24-hr to 15-yr/24-hr) and low frequency rainfall events. An evaluation of alternative DDL options in terms of types, sizes and layout/arrangements in consideration of environmental and cost factors will be conducted. In addition, outfall discharge line(s) vis-a-vis a pump station bypass will be required to accommodate low frequency discharge events (e.g., 25-yr/24-hr to 100-yr/24-hr) to maintain the existing LOS, at a minimum. Engineer will evaluate design requirements necessary to provide a system overflow capacity including options for methods/location, pipe sizing and phasing to accommodate these types of low frequency rainfall stormwater flows above the design capacity of the pump station, with phasing options to include full treatment.

Task 4J: Assess Alternate Locations for Offshore Discharge Lines

Engineer will determine the design requirements for discharge to the Gulf at the nearshore seabed utilizing minimization measures as well as methods to avoid impacts to nearshore hardbottom habitats. Engineer will develop the pipeline alignment, drilling method, drill penetration depth, pipe slope / emergence and diffuser system along the seabed. Options for diffuser system and mechanical joints at the seabed and the associated pipeline anchor means and methods will be assessed. Risk factors to the anchor system will be evaluated including debris, anchors and hurricane/severe storm design level storm conditions to formulate recommendations.

Task 4K: Pump Station Requirements

The pump station requirements and options will be identified including the pump sizing, fuel/energy options, pond storage capacity, filtration, UV treatment, etc. The design option(s) will consider climate change and sea level rise impacts in the design.

Attenuation of stormwater runoff upstream of the pump station is necessary to convey steady flows to the pump station without regular cycling on and off of the pump station, to provide settling of particulate matter prior to pump station discharge and to maintain the LOS of the existing outfalls. Engineer will assess the availability of stormwater attenuation within existing water bodies (e.g., Alligator Lake) and existing stormwater systems upstream of the each pump station siting option.

Task 4L: Land Requirement and Availability for Pump Station

Engineer will assess the land requirements and availability for the pump station siting. The Engineer will assess the feasibility of siting the pump station at a minimum of three locations and assess options to consolidate outfall with routing of stormwater along the back dune or along the City's existing roadway easements.

Task 4M: Project Impacts to Surrounding Neighborhoods

Engineer will identify and assess the Project's social impacts and develop a minimization and avoidance strategy for potential visual/aesthetics, noise, land use and related impacts. The strategy will be used by the City to address potential concerns from the community and area residents as well as facilitate the permitting process.

Task 4N. Feasibility Options Evaluation Matrix^(2C)**

ECE's feasibility study will utilize a matrix to assist with a prioritization of project components based upon need, net improvement benefit, impact (environmental, social and economic) and cost for a recommended phased approach to construct and implement the Project. Engineer will assess the technical merits, environmental impacts (adverse and beneficial), community impacts (adverse and beneficial) and probable costs for each design option and combination thereof for the pump station and siting, outfalls consolidation and offshore gulf discharge of the stormwater from Drainage Basin II to accomplish the City's objectives. This evaluation will consider expected maintenance requirements and improvements to flooding, beach erosion, water quality, social and economic impacts at a minimum. An evaluation matrix will be developed with a recommended Project as the outcome.

Task 5: Thirty Percent (30%) Design

Engineer will develop the Project's 30% design for the recommended option plus one other combination of options as identified by the City from the evaluation matrix (Task 4J).

Engineer will develop a preliminary design for each option including pipeline location, elevations, alignment and mechanical discharge components. Design components for each option will include the treatment measures and methods, pump house, probable construction methods, flow/discharge control structures. In the conceptual design development of each option, the Engineers will consider system components that maximize improvements to water quality and reduce flooding impacts, beach erosion and adverse impacts to the environment. As part of the pump station design, pipeline and pump sizing will specify a system that will discharge the required volumes of water.

Engineer will develop the 30% design drawings to provide sufficient details to describe the design features of the selected design solution; including pipeline location, elevations, alignment and mechanical discharge components. Representative cross-sections will be developed at a spacing to define the elevations, characteristics and design features of the selected options. Details of each proposed design component will be considered (i.e, cut/fill, pipe lengths, pump station design, outfall structure design, treatment measures, impact avoidance and construction methods).

Task 5A: 30% Design for Pump Station

Engineer will prepare the design for the pump station including the refinement of the station siting, pump sizing, filtration, UV treatment, fuel/energy options, pond storage capacity and attenuation to the 30% design level.

Task 5B: 30% Design for Outfalls Consolidation and Gulf Discharge

Engineer will prepare the design for outfalls consolidation, routing and offshore gulf discharge including the refinement of the design to the 30% level including the pipeline location(s), alignment, outfalls consolidation and routing as well as outfall structure, diffuser and anchoring system.

Task 5C: Stormwater Level of Service

The Engineer will assess the volumes and flow rates for the recommended design option(s). Detailed stormwater modeling is not proposed during the Phase 1 scope of services. Detailed design-level modeling to confirm and refine the planned improvements may be warranted in Phase 2, detailed design (60-90%), under separate scope of services.

Task 5D: Preliminary Mixing Zone Analysis and Outfall Location

The mixing zone for the freshwater discharge to the gulf waters is a function of the flow rates, water depths and diffuser system design, which will be evaluated in the design development phase to optimize mixing through siting of the diffuser pipeline structure at the seabed. A mixing

zone analysis will be prepared, in conjunction with FDEP requirements, to address salinities resulting from the discharge of stormwater to define the dilution rate(s) at the discharge point. Nutrient levels for the discharge flows to Gulf waters will be provided by the City. Water quality modeling is not anticipated as part of this scope of services. This task will assist in permitting the ultimate outfall location.

Task 5E: Preliminary Schedule of Quantities and Project Costs

Engineer will develop the preliminary schedule of quantities and costs for the 30% design for the stormwater outfall improvement design components.

Task 5F: Regulatory Implications

To reduce permit processing time and address key environmental concerns from the FDEP, SWFWMD and the USACE during the detailed design and permitting phase (Phase 2), the Engineer will assess the regulatory implications of the recommended design components which will include preliminary meetings with each agency (SWFWMD, FDEP and USACE) either in person or via video conferencing technology (e.g. GoToMeeting).

Task 6: Potential Funding Sources

Engineer will identify grants and funding sources that fit the scope of the intended project. This will be included as a section in the design alternative report and will list the amount of funding available as well as the specific grant requirements (i.e., type of project, time to construct, funding match requirements, etc.).

Task 7: Technical Report^(*2D)

Engineer will prepare a technical report discussing the Project's goals, objectives and design basis, the findings of the feasibility level study and the developed evaluation matrix, and the Engineer's design options and recommendations, the associated costs, and physical and social impacts of the recommended design components.

Task 8: Presentations to City Council and Community

Engineer will assist the City in presenting the feasibility study with evaluation matrix and 30% design options to the City Council and one community public meeting. The Engineer will prepare a PowerPoint presentation and associated graphics.

NAPLES BEACH STORMWATER OUTFALLS - SCOPE OF SERVICES (PHASE 1)
 Data Compilation and Analysis, Feasibility Study and Preliminary (30%) Design Schedule
 July 2015

Task	Description	September 2015	October 2015	December 2015	January 2016	February 2016	March 2016	April 2016	May 2016
Phase 1 (Data Compilation and Analysis, Feasibility Study and Preliminary (30%) Design)									
1	Contract Management								
2	Meetings, Project Coordination and Management								
A	Project Kick-off Meeting								
B	Design Basis Review								
C	Feasibility Study Findings and Recommendations								
D	30% Design and Technical Report								
E	Bi-Weekly Conference Calls								
3	Data Collection and Compilation								
A	Data Collection and Completion								
B	Supplemental Data Collection (if needed)								
C	Prepare Base Maps								
4	Planning and Design Analysis								
A	Develop Project Goals and Objectives								
B	Coastal Processes Analysis (Beach Profile, Variability and Depth of Closure)								
C	Assess Nearshore and Upland Existing Water Quality Data								
D	Assess Boundaries, Variability and Quality of Nearshore Herbivorous Habitats								
E	Existing Government Property Locations, Easements and Easement Constraints								
F	Existing Stormwater Model								
G	Options for Outfalls Consolidation								
H	Establish Level of Service								
I	Outfall Design Requirements								
J	Assess Alternative Locations for Offshore Discharge Lines								
K	Pump Station Requirements								
L	Land Requirement and Availability for Pump Station								
M	Proposed Impacts to Surrounding Neighborhoods								
N	Feasibility Options Evaluation Matrix								
5	Thirty Percent (30%) Design								
A	30% Design for Pump Station								
B	30% Design for Outfalls Consolidation and Gulf Discharge								
C	Stormwater Modeling / Level of Service								
D	Preliminary Mooring Zone Analysis and Outfall Location								
E	Preliminary Schedule of Quantities and Project Costs								
F	Regulatory Implications								
6	Potential Funding Sources								
7	Technical Report								
8	Presentations to City Council and Community								
Phase 2 (60-100% Design and Permitting)									

NAPLES BEACH STORMWATER OUTFALLS - SCOPE OF SERVICES (PHASE 1) Feasibility Study and Preliminary (30%) Design Data Needs		
Item #	Data Description	Responsibility
1	Beach and Offshore Full Profiles	Collier County
	(2014 or 2015)	
	Pre- and Post-Nourishment (FDEP)	
	[R-57 (Doctor's Pass) to R-75]	
	And FDEP Stations & Additional Survey Control Points	
2	Beach and Offshore Profiles	FDEP
	(Historic – 20 yrs +)	
	ECL and CCCL	
3	Upland Topographic Data	City
4	Geotechnical Information (deep borings ≥ 75 ft)	Collier County
5	Existing Outfalls	
6	Location Coordinates (inverts/landward junction to seaward end)	City
7	Elevations, Pipe Sizes and Layouts	City
8	Land Ownership/Parcel Boundaries and Easements	City
9	Outfall LOS / Peak Flow	City
	(2-, 5-, 10-, 15- to 100-Yr Events)	
10	Outfall Maintenance Logs	City
11	Stormwater Pipe Network (GIS Files)	City
12	Easements	

Item #	Data Description	Responsibility
13	Beach Nourishment Related (Construction and Perpetual)	Collier County
14	Utility and/or Drainage Easements	City
15	Beach Accesses and Easements	City
16	Location of Buried Seawalls and Revetments	Collier County
17	FEMA Designations and Delineations	Collier County / ECE
18	Rainfall Data	SFWMD / City / Collier County / SW Master Plan
19	WQ Testing data	City / Collier County
20	Existing Basin II Stormwater Model	City
21	Existing Basin II Water Quality Model	City
22	Property Information	
23	Property Lines/Ownership	City
24	Land Use and Zoning	City
25	City-Owned Parcels	City
26	Vacant Parcels	City
27	Cost of Vacant Parcels	City
28	Hardbottom Locations and Habitat Assessments	Collier County
29	Wetland Limits	
30	Upland Natural Resource Habitats	

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.

END OF EXHIBIT B

Attachment B-1

NAPLES BEACH STORMWATER OUTFALLS - SCOPE OF SERVICES (PHASE 1)		
PHASE I – Data Compilation and Analysis, Feasibility Study and Preliminary (30%)		
Design		
Fee Schedule		
JULY 2015		
Task	Description	Total Fee
1	Contract Management	\$ 3,900.00
2	Meetings, Project Coordination and Management	\$ 23,300.00
3	Data Collection and Compilation	
A	Data Collection and Compilation	\$ 15,300.00
B	Supplemental Data Collection (Allowance)	\$ 25,000.00
C	Prepare Base Maps	\$ 7,500.00
3	Data Collection and Compilation Sub-Total	\$ 47,800.00
4	Planning and Design Analysis	
A	Develop Project Goals and Objectives	\$ 4,600.00
B	Coastal Processes Analysis (Beach Profile Variability and Depth of Closure)	\$ 2,900.00
C	Assess Nearshore and Upland Existing Water Quality Data	\$ 3,500.00
D	Assess Boundaries, Variability and Quality of Nearshore Hardbottom Habitats	\$ 3,900.00
E	Existing Government Property Locations, Easements and Easement Constraints	\$ 6,700.00
F	Analyze Existing Stormwater Model	\$ 9,500.00
G	Options for Outfalls Consolidation	\$ 14,400.00
H	Establish Level of Service	\$ 4,300.00
I	Outfall Design Requirements	\$ 15,500.00
J	Assess Alternate Locations for Offshore Discharge Lines	\$ 13,000.00
K	Pump Station Requirements	\$ 15,500.00
L	Land Requirement and Availability for Pump Station	\$ 14,900.00
M	Project Impacts to Surrounding Neighborhoods	\$ 9,100.00
N	Feasibility Options Evaluation Matrix	\$ 7,600.00
4	Planning and Design Analysis Sub-Total	\$ 125,400.00
5	Thirty Percent (30%) Design	
A	30% Design for Pump Station	\$ 22,400.00
B	30% Design for Outfalls Consolidation and Gulf Discharge	\$ 19,300.00
C	Stormwater Modeling / Level of Service	\$ 2,300.00
D	Preliminary Mixing Zone Analysis and Outfall Location	\$ 3,400.00
E	Preliminary Schedule of Quantities and Project Costs	\$ 7,400.00
F	Regulatory Implications	\$ 4,100.00
5	Thirty Percent (30%) Design Sub-Total	\$ 58,900.00
6	Potential Funding Sources	\$ 5,400.00
7	Technical Report	\$ 6,200.00
8	Presentations to City Council and Community	\$ 10,200.00
	Total	\$ 281,100.00

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-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of the Erickson Consulting Engineers, Incorporated** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any violation of the law by such third parties.

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

5. The undersigned, on behalf of the CONSULTANT, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

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

Executed this 7th day of August, 2015.

By: 