

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

**Bid/Proposal No.**     16-029

**Clerk Tracking No.**     16-00080

**Project Name:**             **Downtown Naples Mobility & Connectivity Study**

THIS AGREEMENT (the "Agreement") is made and entered into this **18<sup>th</sup> day of May 2016** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Vanasse Hangen Brustlin, Inc.**, a Foreign Profit Corporation, authorized to do business in the State of Florida, whose business address is: 225 E. Robinson Street, Suite 300; Orlando, Florida 32801 (the "CONSULTANT").

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

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

WHEREAS, the CONSULTANT represents that it has expertise in the type of 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 **Downtown Naples Mobility & Connectivity Study** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement **and shall adhere to Exhibit E, Joint Participation Agreement between the State of Florida Department of Transportation and the City of Naples (Contract No: G0885)** which is attached 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 **December 31, 2017** and with a 60-day 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 **\$349,979.07** 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:

Vanasse Hangen Brustlin, Inc.  
225 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
Attention: **Paul W. Yeargain**, PE/Managing Director  
FEI/EIN Number:      On File      State (MA)

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 20<sup>th</sup> 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:

By:   
Patricia L. Rambosk, City Clerk

Approved as to form  
and legal sufficiency:


By:   
Robert D. Pritt, City Attorney

Witness

  
Witness Printed Name

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By:   
A. William Moss, City Manager

CONSULTANT:

Vanasse Hangen Brustlin, Inc.  
225 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
Att.: **Paul W. Yeargain**, PE/Managing Director

By: 

Printed Name: Paul W. Yeargain

Title: Managing Director

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

(CORPORATE SEAL)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Proposal, any issued Addendum(s) and Firm's Submittal of (RFP) Request For Proposal No.16-029, titled Downtown Naples Mobility & Connectivity Study herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**



**EXHIBIT "A" SCOPE OF SERVICES**  
**FINANCIAL MANAGEMENT NUMBER: 436973-1-18-01**

**4/22/16**

**Naples Downtown Mobility & Connectivity Study**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Consultant and the City of Naples in connection with completing a Mobility and Connectivity Study to quantify and qualify existing and future transportation systems, to identify various improvements, such as improved pedestrian and bicycle facilities, travel lanes, intersection designs, transit accessibility, and off-site improvements to serve Downtown Naples and the vicinity as the area undergoes redevelopment.

The project will include public involvement activities that will engage the community residents, businesses, and local government agencies throughout the planning process. The City of Naples will provide contract administration, management services, available data for use in the study such as development plans, recent construction cost information, and quality acceptance reviews of all work associated with the completion of the associated Study. The Consultant will be entitled to rely on the accuracy and completeness of data, reports, surveys, materials and other information provided by the City and let the City know when such information is incomplete or inaccurate.

The Consultant will manage the technical activities, coordinate with the City and other local and state jurisdictions, and prepare the analyses and studies necessary to produce conceptual mobility network recommendations that provide for greater multimodal circulation and mobility for the City's approval.

This scope of services includes the following tasks:

**Task 1 - Project Coordination and Public Involvement**

The Consultant, in association with the City, will prepare for and participate in miscellaneous coordination meetings with the other public review agencies. These agencies will consist of, but not be limited to, the Florida Department of Transportation and Collier County. At the local level, participate in meetings and workshops with the general public, local business associations, neighborhood associations, and different departments and boards within the City of Naples.

A total of four (4) local/state agency meetings is anticipated for coordination and deliverable review purposes. These will occur generally at the following milestones:

- Completion of initial project data collection
- Completion of existing conditions analyses and future travel demand forecasts
- Completion of alternatives analysis and draft conceptual improvements
- Completion of the conceptual improvement plans and draft connectivity study report

A total of four (4) small group and/or business and neighborhood meetings are to be conducted by the Consultant with participation of the City. These meetings will be scheduled following the completion of initial data collection and existing conditions analysis and before the production of any improvements concepts so that the input received can be incorporated into the design considerations.

The Consultant will participate with the City in monthly Project Review Meetings (teleconference) to discuss the study status, planned and conducted meetings, data needs and data collection activities, and

the results of the previous month's evaluations. Any required revision to the project schedule will be reviewed during these meetings and the anticipated project invoicing package will be considered.

The Consultant will prepare a Community Outreach Plan (COP) for review and approval by the City prior to any production of public involvement materials or the scheduling of any meetings. The COP will define the number, type and purpose of each outreach element, the general timeframe for meetings and presentations, and the documentation that will be generated and used in the study process. The COP will also include procedures for notifying the public, media contacts, and other key stakeholders and will address the updating of project materials on the City's project website.

The Consultant will assist the City in organizing an Alternatives Development and Review Team (ADRT), to be comprised of various stakeholders representing the study area businesses, residents and associations. The Consultant will prepare the necessary project related materials, and facilitate each ADRT meeting/workshop.

The Consultant will conduct a total of four (4) ADRT meetings as part of the study process. The anticipated milestones for these meetings are as follows:

- Completion of initial project data collection
- Completion of existing conditions analyses
- Completion of alternative analyses and preliminary cost estimates
- Prior to the completion of the final improvement alternatives and draft implementation plan

The Consultant will be responsible for the design, production and conduct of a 3-Day Design Charrette. The details of this event are described under Task 6 in this scope of services.

The Consultant will prepare the following communication materials for the Project.

- One (1) project introduction fact sheet/newsletter for public and media release
- Questions/Answer documentation for media and public (FAQ) to be produce and updated three (3) times during the course of the study
- Up to four (4) flyers to advertise charrette activities and project activities

**Deliverables:** *Presentations, exhibits, meeting agendas and meeting summaries; project fact sheet, Q&A handout and project flyers (4)*

## **Task 2 - Transportation Assessment and Economic/Business Element**

The purpose of this task is to determine how various traffic management, traffic control, and design techniques may influence adjacent and nearby business operations. The co-existence between multi-modal accessibility and vehicle throughput will be quantitatively and qualitatively reported.

The Consultant will collect and evaluate up to three (3) case studies that identify how various connectivity and multi-modal improvements have influenced business revenue, property values and redevelopment will be reported without bias. The Consultant will develop a Pro/Con matrix of attributes that may be considered for this Project, and then relate their likely influence within the Naples project study area. The Consultant will quantify the economic and fiscal impact of the catalyzed development resulting from the introduction of improved mobility elements. The economic and fiscal indicators to be developed and applied include the following:

- Effects on property values

- Effects on Retail
- Effects on visitation/tourism
- Effects on hotel lodging
- Impacts to Tax revenues, and
- Job Impacts

The Consultant will evaluate the extent to which the planned or proposed mobility improvements may have on the economic factors and to what extent these results will assist in funding the improvement costs.

**Deliverables:** *Provide relevant case studies. Provide technical memorandum with pro/con matrix of traffic management techniques and mobility improvements related to economic and business operations.*

**Task 3 - Downtown Land-Use, Population, Trip Generation/Attraction and Origin/Destination Evaluation**

The City will provide to the Consultant copies of Land Use and Socioeconomic Data such as Master Plans and updates, CRA Annual Reports and Updates, adopted Comprehensive Plans, Land Development Regulations and Policies and other special evaluations related to the study area.

The Consultant will coordinate with the City, Collier County, FDOT, and the MPO to obtain copies of the most recently updated Long Range Transportation Plans, the adopted District 1 Regional Time-of-Day Travel Demand Model, and model files for the study area within one month of the project kick-off. Those FSUTMS-model files shall be used exclusively for analysis of the project. The project subarea will include the primary study corridors and the local roadway network at the collector level. The subarea to be evaluated is described as Goodlette-Frank Road to the east, 5<sup>th</sup> Avenue/US 41 to the south, Gulf Shore Boulevard to the west and South Golf Drive to the north. The segment of Goodlette-Frank Road from the north project study area to the Golden Gate Parkway will also be included in the subarea.

Using future land use projections and population, the FSUTMS model shall be referenced to identify future traffic projections within the study area. If necessary, the Consultant will refine the model for more specific purposes. Trip generation/attraction and the City's 2007 Origin/Destination Study information shall initially be evaluated using the travel demand model. If needed, a location specific origin-destination survey may be performed to supplement the original data to be provided by the City.

The area's base year FSUTMS model (2010) will be modified to more specifically evaluate the trip generation/attraction and origin-destination data for the study area. Significant discrepancies between the model's input data and the system's characteristics will be identified based upon the Downtown Master Plan and CRA Plan, for consideration.

The Consultant will review the existing traffic analysis zone (TAZ) structure of the model for use in the study and recommend and incorporate any changes needed to ensure the traffic demand model is sensitive to the mobility alternatives and includes the planned and programmed improvements and developments that will impact the study area. The base year 2010 will be validated to traffic count information as available and the Consultant will identify and recommend to the City any modifications or adjustment factors to be applied for future volume forecasts. The refined 2040 cost feasible model



will be utilized to code the No-Build and Build Mobility Alternatives and to develop traffic projections for the two (2) conceptual improvement scenarios.

**Deliverables:** *Memorandum summarizing the results of Task 3, including travel demand model data, projections, and conclusions.*

#### **Task 4 - Technical Review of Materials, Data Collection and Inventory**

The Consultant will review historical traffic counts in the study area and utilize FDOT's Here/Navtek database to measure historic and current travel time and levels of congestion for multiple hours during weekday and weekend peak travel times and periods along US 41 and Goodlette-Frank Road. These data will also be used to determine the most appropriate peak hour periods for study and to define the roadway network to be selected for advanced simulation evaluation. Additional traffic counts will be conducted during the peak traffic season for critical intersections to be used in the evaluation and simulation of the roadway network alternative improvement concepts.

The Consultant will determine specific locations for study that may be refined accordingly to develop more specific and comprehensive understanding of transportation needs. Turning movement counts (TMC) will be collected by the Consultant at selected intersections within the study area. It is anticipated that a maximum of thirty-two (32) TMC's will be collected for the project study area and selected external intersection locations. These counts include locations on US 41 from 5<sup>th</sup> Avenue South to Golden Gate Parkway, on Goodlette-Frank Road from US 41 to Golden Gate Parkway, on 8<sup>th</sup> Street and 10<sup>th</sup> Street from 5<sup>th</sup> Avenue South to 7<sup>th</sup> Avenue North, and on 5<sup>th</sup> Avenue South and Central Avenue at 6<sup>th</sup> Street.

The Consultant will collect mainline vehicle classification counts that identify volumes by vehicle type for three (3) consecutive days at three locations in each direction on US 41, Goodlette-Frank Road, 8th Street, 5th Avenue South, and 10th Street during peak season. A total of fifteen (15) vehicles classification counts will be collected. Existing speed data will be collected and analyzed in comparison to the information derived from the analysis of the HERE/Navtek database. One-hour data sets of mainline spot speeds for each direction of travel will be provided. Speed data will be provided for the pm peak hour in each direction at three (3) locations on US 41, three (3) locations on Goodlette-Frank Road and one (1) location on US 41/5<sup>th</sup> Avenue. This data will be summarized to identify the 85th percentile speed and to verify that the HERE/Navtek data is acceptable for application for the entire study area where available.

The Consultant will collect available master plan documentation for bicycle, pedestrian, trail and transit service from the City or agency provider. The existing mobility networks for each of these elements will be field reviewed and mapping, known as project "x-rays", and prepared reflecting the existing condition and network deficits. These maps will provide the basis to begin an evaluation of the non-auto based mobility networks.

The City will provide the most recent design and development plans (conceptual and beyond) for the study area, the materials of all previously completed corridor studies, designs and all completed projects. Planned and approved development programs will be provided by the City for all updates to be included in the travel demand model. The Consultant will consider the plans and proposals in the preparation of all new concepts and mobility network alternatives developed for the study area. The City will provide and the Consultant will review the final report developed for the Downtown Master

Plan 2020 and CRA Plans and provide input to those recommendations, as they relate to the study alternative improvement concepts.

The Consultant will conduct a downtown parking inventory and evaluation to include recommendations for improvements that will facilitate improved mobility and the use of alternative travel modes, and an implementation strategy for the next 10-year timeline.

An initial meeting with the City of Naples staff will be conducted to discuss the current management practices of parking, parking rate structure, previous parking studies, and parking demand management best practices. The Consultant will define the planned data collection effort regarding parking utilization in a defined study area. In advance of the meeting study materials needed related to parking will be identified by the Consultant and provided by the City. Information to be reviewed at the staff meeting will include:

- Existing reports and studies pertaining to the parking system,
- Parking rate information,
- Ordinances that pertain to parking,
- Monthly or annual meter parking revenue by facility, and
- Future plans regarding the parking system.

A data collection plan will be developed and submitted for review, discussion and approval prior to actual implementation. Parking occupancy counts of the off-street and on-street parking system will be collected. The public parking off-street system includes the two public garages owned by the City. The on-street system would include various streets throughout the City with designated on-street parking. The parking counts would be performed every other hour during a typical weekday and weekend from the morning to the evening.

The purpose of this data collection effort is to understand the difference in utilization between off-street and on-street parking and the variances in use between specific on-street areas. This data will be beneficial in understanding where paid parking could be recommended and the optimal rate schedule that should be considered reflecting best parking management best practices.

A benchmarking analysis of the current parking rates and parking management practices (i.e. hours of operation, time restrictions, etc.) will be researched for comparable cities. The Consultant will work with the City to define comparable cities that reflect where the City sees itself in the next five to 10 years. This information will be collected and presented in appropriate tables and graphs. The results of this benchmarking analysis and defined best parking management practices will inform the development of a parking management strategy for the on- and off-street parking system that helps promote and incentivize alternative modes of transportation and improved traffic conditions.

Based on the results of the stakeholder/community meetings, parking occupancy counts, and benchmarking analysis, the Consultant will prepare a series of recommendations for the parking system that would work in unison with other suggested improvements to the vehicular, bicycle, pedestrian and transit system and would improve mobility and connectivity in Naples. These recommendations will concentrate on the following issues:

- Parking rate structure,
- On- and off-street parking management practices,
- Residential parking permit program,
- Valet parking,

- Transportation Demand Management strategies, and
- Location and management of on-street meters

The Consultant will prepare parking management considerations for on- and off-street parking facilities in the City of Naples. The Consultant will summarize the analysis, conclusions and recommendations in a technical memorandum. The summary will include an implementation plan that outlines the recommended actions over a 10 year timeline.

**Deliverables:** *Memorandum summarizing the results of Task 4 with attached reports of collected volume, speed and vehicle classification data. Memorandum summarizing the existing parking data inventory and general recommendations for potential parking management and infrastructure recommendations.*

#### **Task 5 - Traffic Operations Analysis**

The Consultant shall perform a detailed analysis of current traffic operations within the study area. The Consultant will obtain and review existing traffic signal timing plans for the study area and identify locations where modifications could be implemented with immediate positive improvements. The Consultant will use available information and information collected from previous tasks to build a Synchro/SimTraffic model network for detailed simulation analysis of the transportation network. The network model will be developed in detail for the critical network linkages, primarily on US 41 and Goodlette-Frank Road and including the collector network from 5<sup>th</sup> Avenue South to 5<sup>th</sup> Avenue North and including 6<sup>th</sup> Street, 8<sup>th</sup> Street and 10<sup>th</sup> Street within these limits. The remainder of the study area intersections, including locations on US 41 and Goodlette Road north to the Golden Gate Parkway, will be evaluated using Synchro but as isolated intersections.

Aerial photography will be inserted into the model network for improved visual reference. The existing traffic volumes including truck and freight percentages, signal timings, and committed capacity improvements will be inserted into the model for evaluation and simulation. Other available data pertinent to the study area and provided by the City will be inserted into the model, as appropriate.

The Consultant will develop an acceptable calibration and validation procedure of the micro-simulation network that will attempt to match existing traffic flow and patterns in the study area. The use of saturation flow rates, driver lost time and clearance interval extension time will be model inputs that are measured in the field and used in the calibration process. Travel times obtained from the field data collection and HERE/Navtek data analysis will also be incorporated into the validation process. Traffic volume between signalized intersections will be evaluated and used to assist in improving upstream and downstream trip matching.

The Consultant will perform a peak hour analysis of existing traffic conditions using the simulation model and methodologies consistent with the most recent edition of Highway Capacity Manual shall be used. These analyses will be used in comparison with the developed future year improvement alternatives and their resulting operational indicators. Two (2) peak hour analyses (Noon and PM) will be completed for each of the roadway mobility network scenarios. The two (2) peak hours to be used in the final analysis will be determined from the actual field data collected within the study area. The Level of Service, volume-to-capacity, and delay criteria to be considered will be the peak hour with the most delay.



The Consultant, in coordination with the City staff and Project Manager, will identify potential design alternatives within the public right-of-way. These potential improvements may consist of, but will not be limited to, previously identified areas of analysis. Modification in traffic control and regulatory conditions (i.e. existing speed limits) may also be considered. The Consultant shall perform a comparative analysis of measures of effectiveness between the existing conditions and volumes and the proposed alternatives. Two alternative scenarios are assumed for the micro simulation. Recommended alternatives will consider a 20-year horizon of future traffic volumes in the analysis. Data associated with the future traffic volumes will be supplied/obtained from the Collier Metropolitan Planning Organization.

The Consultant will develop a video simulation depicting traffic operations for the existing conditions and the proposed alternatives. The results of the potential alternatives will be documented and submitted for review by the City and partner agencies. Each review comment from public agencies will be addressed, as appropriate. After addressing comments, the draft alternatives will be modified by the Consultant and comparatively evaluated again to the existing conditions. The final results will then be submitted to the City for review and approval.

**Deliverables:** *Memorandum summarizing the results of Task 5, including a calibration report documenting the validation/calibration process, a summary of the traffic delay results, identification of design alternatives, and summary of the alternatives comparison to the base conditions. Video clips of the traffic simulation in a PowerPoint presentation.*

#### **Task 6 - Design Charrette**

A contiguous three-day charrette will be conducted by the Consultant for the purpose of providing relevant and factual research information for all constituencies and to fully engage the public in a constructive process that results in a consensus and implementable vision for the Project. The City will assist by participating in the Charrette organization and staffing with a minimum of two (2) persons during the Public Open House periods and by providing recommendations for invited stakeholders.

The Project Design Charrette will include displays and graphics developed from the previous tasks and presentations and public participation activities specifically developed for the Project. The Charrette will be scheduled no earlier than the first week in November 2016 and prior to the last week in December 2016. The 3-Day Charrette will consist of the following events.

##### **Day 1:**

Project Introduction and Scope of Work Overview – 8:00 AM to 9:00am

Site Tour – 9:00 AM to 11:00 AM

ADRT Roundtable Exercise and Lunch – 11:00 AM to 1:00 PM

Regional Transportation Issues with invited stakeholders – 1:00 PM to 2:30 PM

Team Brainstorming - Prepare Transportation Framework Map – 2:30PM to 5PM

Public Open House – 5:00 PM to 6:00 PM

##### **Day 2:**

Land Use and Redevelopment Issues with invited stakeholders – 8:00 AM to 9:30 AM

Team Brainstorming - Prepare Land Use Concept Framework Map – 9:30 AM to 11:00 AM

Economic Stakeholder Interviews – 11 AM to Noon

Working Lunch

Prepare transportation and land use concept plans – 1:00 PM to 3:00 PM

Identify catalyst projects – 3:00 PM to 5:00 PM

Public Open House – 5:00 PM to 6:00 PM

**Day 3:**

Team review of work to date – 8:00 AM to 9:30 AM

ADRT work session: 9:30 AM to noon

Working Lunch

Team work session – Studio closed to public – 1:00 PM to 5:00 PM

Final Public Open House – 5:00 PM to 7:00 PM

Following the charrette, the Consultant will prepare a graphical conclusion summary that illustrates the major components of Charrette activities and recommendations. The summary shall be prepared for a non-technical audience. A draft summary will be prepared by the Consultant and submitted to the City for review. After addressing comments, the Consultant will finalize the summary for publication and presentation to City Council with invitation to FDOT and Collier County Transportation to attend the Council Meeting.

**Deliverables:** *Displays and graphics, presentation materials. Graphical conclusion summary for a non-technical audience. Presentation for use in joint City Council/Public Agency meeting.*

**Task 7 - Preliminary Concepts**

This task will be completed based on information, analyses and input received or produced from the previous project tasks. The Consultant will obtain existing aerial photography for use in the development of a Trimble Sketch-Up (or similar) model from which project alternatives can be designed with graphical illustration and scaled accuracy. This task may include AutoTURN generated design vehicle paths. The Consultant shall perform a minimum of three (3) site visits of the study area to visually review items such as right-of-way, exposed utility locations, traffic signal locations, drainage, and other pertinent data that will be meaningful in the development of preliminary concept drawings. The Consultant shall also develop typical cross-section drawings for existing conditions on the primary study area roadways with collector or higher classifications.

Based upon information from previous tasks and other sources, one draft alternative typical cross-section that may enhance and provide a more "complete street" will be developed for each alternate locations. These typical sections will include bicycle, pedestrian, trail and transit facility considerations. Mobility network plans for the bicycle, pedestrian and roadway elements will be developed for each of the preliminary concepts.

The Consultant will develop a draft plan view drawing of potential concept alternatives within the public right-of-way throughout the study area. The drawings shall consider potential lane modifications, intersection traffic control, street scape, landscaping within the median, and other mobility improvements where feasible. Each concept will be screened for constructability by the Consultant and those reviews summarized and submitted to the City for consideration and concurrence. The draft preliminary concept drawings will be prepared by the Consultant and submitted to the City and partner agencies for review and comment. One (1) City/Agency Review Meeting will be scheduled and attended by appropriate Consultant Team staff to present the concepts and discuss the considerations for each.

After addressing review comments, the Consultant shall modify the draft typical cross-section and plan view drawings as appropriated and directed by the City. A maximum of two (2) rounds of review comments and revisions are assumed under this task. Once finalized, the Consultant will produce and submit the modified drawings with approved revisions.

**Deliverables:** *Printed and electronic copies of draft and final conceptual design plans. These designs should document/summarize conceptual evaluation for drainage, right-of-way, and utility impacts from the proposed alternatives and will be recorded in a technical memorandum.*

#### **Task 8 - Cost Element and Implementation Strategies**

Based upon the conceptual design recommendations, the Consultant will prepare general long-range cost estimates. These cost estimates are to be provided independently for each mobility improvement for each of the two (2) scenarios. A cost per linear foot of project for each segment and total cost are to be provided. The estimates are to include initial generalized surface construction costs and general drainage and utility impact costs only. More detailed cost estimates for engineering and construction of surface and utility impacts, including the potential replacement and relocation of existing water and wastewater infrastructure, will be identified under a future phase for final design and will also include subsurface utility verification.

Once the final concept cost estimates are approved and accepted by the City, the Consultant will prepare an *Implementation Plan* describing the highest-ranking activities and strategies. The recommended strategies are to be based on a list of goals and objectives defined at the onset of the project. These may include, but are not limited to the following:

- Provide a safe pedestrian and bicycle network
- Improve mobility network element connectivity
- Promote mobility options
- Promote economic development
- Improve livability and walkability
- Increase the use of non-motorized modes of travel
- Provide equitable and cost effective improvements

Identification of specific project components within the implementation plan shall also be developed. For each strategy, activity or project identified in the plan, the following information shall be provided.

- Time frame for Implementation:
- Short-Range (0 - 5 years: within the life of the current *Transportation Improvement Program*)
- Mid-Range (5 - 10 years)
- Long-Range (10 - 25 years: by the horizon year of the Long-Range Transportation Plan)
- Cost to Implement, current year dollars (as appropriate), per unit pricing formulae.
- Parties/Agencies with primary responsibility for implementation.

One (1) round of review comments is assumed in this task.

**Deliverables:** *Development of an Implementation Plan. This includes long-range cost estimates, a time frame for implementation, and identification of the responsible parties/agencies for each recommended improvement.*

**Task 9 - Downtown District Policy Strategies for Arterial, Collector Systems, and Local Street System Improvements**

In addition to the design and infrastructure improvements, the Consultant will research and identify policy strategies that may facilitate the project objectives and recommended improvement concepts. The primary source for review and research will be the City's Comprehensive Plan, the Land Development Code and the streets and roadway design standards. The policy recommendations will focus on how land-use and transportation policies can influence mobility within the Downtown. These policies may include, but will not be limited to, modifications to the Land Development Code, Zoning Code, Comprehensive Plan, etc. The intent of this task is to develop recommendations that should be considered in future planning and policy document updates. Examples of areas to be addressed include:

- On-street and off-street parking
- Shared parking
- Cross access easements
- Urban design standards
- Streetscape and roadway lighting
- Landscape architecture and wayfinding, and
- Roadway, trail, pedestrian and bicycle typical complete street design standards

**Deliverables:** *Memorandum summarizing the results of Task 9, including recommendations for new or updated land-use and transportation policies.*

**Task 10 - Documentation**

The Consultant will document the results of the Downtown Naples Mobility & Connectivity Study in a summary report to the City based upon the results from Task 1 through Task 9. This summary report shall be presented with relevant charts and graphics that describe the methodology used toward reaching the project recommendations. A PowerPoint file will also be prepared by the Consultant for presentations concluding the study and for use by the City in future implementation processes.

The summary report and presentations will include and/or address the following recommendations:

- Illustrative Mobility and Connectivity Plan
- Comprehensive Plan and Land Development Code Amendments
- Implementation/Action Plan
- Progress Benchmarking Plan

The Consultant will develop a draft summary report for submittal to the City for review and comment. Based upon comments received, the Consultant will modify the draft report, as appropriate. The draft report will be finalized by the Consultant and ten (10) hard copies and one electronic version of the report will be submitted. One (1) PowerPoint presentation will be created and shown at required meetings.

The Consultant will prepare for and provide up to three (3) presentations of Final Report at public workshops/meetings.

**Deliverables:** *Graphical report that summarizes process and methodology used to develop the project results. PowerPoint presentation summarizing the project and results.*

## **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**



**Downtown Naples Mobility & Connectivity Study**  
**Project Cost Estimate**

Task #	Activity	Project Staff Hours										Total Hours by Task	Average Rate by Task
		Project Manager	Senior Engineer	Project Engineer	Senior Planner	Planner	Designer	Engineering Intern	Secretary / Clerical	Graphic Architect Analyst	Salary Cost by Task		
0	Notice to Proceed (NTP) Meeting	4	0	0	0	0	0	0	0	0	\$1,027.83	9	\$113.09
	1. City Presentation	1	0	0	0	0	0	0	0	0	\$264.83	1	\$264.83
	2. City Reorganization	1	0	0	0	0	0	0	0	0	\$264.83	1	\$264.83
	3. Financial Administration	1	0	0	0	0	0	0	0	0	\$264.83	1	\$264.83
	4. Project Schedule	1	0	0	0	0	0	0	0	0	\$264.83	1	\$264.83
1	Project Coordination and Community Outreach Activities	82	12	0	104	86	0	0	16	55	\$441.25	355	\$124.32
	1. Prepare Community Outreach Plan	20	8	0	16	6	0	0	2	3	\$146.14	35	\$41.75
	2. Agency Meetings (4)	20	8	0	16	6	0	0	2	3	\$146.14	35	\$41.75
	3. Small Group Meetings (10)	20	8	0	16	6	0	0	2	3	\$146.14	35	\$41.75
	4. Project Review Meetings (4)	20	8	0	16	6	0	0	2	3	\$146.14	35	\$41.75
	5. Adult Organization and Meetings (4)	20	8	0	16	6	0	0	2	3	\$146.14	35	\$41.75
	6. Public Hearing, P&ID & P&ID (8 items)	20	8	0	16	6	0	0	2	3	\$146.14	35	\$41.75
2	Transportation and Land Use Analysis and Business Element	4	4	0	0	0	0	0	0	0	\$16,676.16	156	\$106.90
	1. Design and Traffic Control Techniques	4	4	0	0	0	0	0	0	0	\$16,676.16	156	\$106.90
	2. Case Study Research and Evaluation	4	4	0	0	0	0	0	0	0	\$16,676.16	156	\$106.90
	3. Evaluation Matrix Design	4	4	0	0	0	0	0	0	0	\$16,676.16	156	\$106.90
	4. Economic & Fiscal Impact Analysis (Concept Review)	4	4	0	0	0	0	0	0	0	\$16,676.16	156	\$106.90
3	Downtown Land Use, Population, Trip Generation/Attraction and Origin/Destination Eval	10	16	196	20	66	0	0	4	10	\$33,921.74	322	\$105.35
	1. Land Use and SE Data Review	2	2	16	2	8	0	0	0	0	\$2,648.33	22	\$120.38
	2. Travel Demand Model Review and Update	2	4	56	8	24	0	0	0	0	\$11,035.26	32	\$344.85
	3. Travel Demand Forecasts	2	4	96	10	24	0	0	0	0	\$14,852.16	36	\$412.56
	4. Travel Demand Forecast	2	4	12	8	8	0	0	0	0	\$2,648.33	24	\$110.35
	5. Travel Demand Technical Memorandum	10	14	36	16	16	0	0	2	316	\$36,521.78	430	\$84.93
	1. Study Area Definition	2	2	8	2	8	0	0	0	0	\$864.40	12	\$72.03
	2. Parking Data, Evaluation and Recommendations	2	2	8	2	8	0	0	0	0	\$864.40	12	\$72.03
	3. Historical Traffic Review/Evaluation	2	2	8	2	8	0	0	0	0	\$864.40	12	\$72.03
	4. Traffic Data Collection	2	2	8	2	8	0	0	0	0	\$864.40	12	\$72.03
	5. Roadway Improvement & Master Plans Review	2	2	8	2	8	0	0	0	0	\$864.40	12	\$72.03
	6. Traffic Memorandum	2	2	8	2	8	0	0	0	0	\$864.40	12	\$72.03
5	Traffic Operations Analysis	18	78	148	20	12	0	0	6	16	\$54,426.82	506	\$107.56
	1. Current Conditions (Peak Periods)	2	10	40	2	8	0	0	0	0	\$1,027.83	132	\$77.88
	2. Prepare Future Traffic Volume	2	8	20	2	8	0	0	0	0	\$9,190.96	94	\$96.82
	3. Develop Alternative Improvement Scenarios	4	16	24	2	8	0	0	0	0	\$10,161.68	88	\$115.47
	4. Evaluate Future Scenario Operations	4	12	12	8	4	0	0	0	0	\$9,623.48	88	\$109.36
	5. Coordinate and Revise per Agency Review	2	12	12	8	4	0	0	0	0	\$4,188.06	30	\$138.27
	6. Alternatives Development Memorandum	36	22	8	98	104	0	0	4	16	\$34,346.88	205	\$167.54
	1. Coordinate and Prepare Charter Materials	6	4	8	20	32	0	0	4	16	\$13,311.08	74	\$180.15
	2. Conduct Charter	6	4	8	20	32	0	0	4	16	\$13,311.08	74	\$180.15
	3. Prepare Summary Report & Graphics	28	16	8	72	60	0	0	4	16	\$22,788.36	176	\$129.48
	4. Prepare Base Map/Avails	15	11	16	34	80	14	0	0	8	\$3,754.44	42	\$89.89
	5. Prepare Mobility Network Concepts	2	2	8	2	8	0	0	0	0	\$18,699.28	178	\$105.00
	6. Prepare Mobility Network Concepts Plans	2	2	8	2	8	0	0	0	0	\$1,223.46	12	\$101.96
	7. Coordinate Review and Revisions/Produce Final Design Concepts/Plans	4	4	8	16	24	2	0	0	0	\$2,889.86	26	\$99.61
	8. Conceptual Design Plans & Documentation	4	4	8	16	24	2	0	0	0	\$5,077.56	46	\$110.38
	9. Develop Cost Estimates (short range and long range)	4	4	8	16	24	2	0	0	0	\$5,745.20	56	\$102.59
8	Cost Element and Implementation Strategies	10	36	0	0	0	64	0	0	0	\$4,053.20	38	\$106.66
	1. Develop Cost Estimates (short range and long range)	2	8	0	0	0	28	0	0	0	\$2,505.68	110	\$22.72
	2. Prepare Implementation Plan	4	20	8	8	28	0	0	0	0	\$6,654.58	52	\$128.16
	3. Coordinate Review and Revise for Final Document Production	4	8	8	18	56	0	0	4	0	\$7,923.08	20	\$396.15
9	Downtown District Policy Strategies	6	0	0	0	0	0	0	0	0	\$2,393.12	84	\$28.37
	1. Policy Strategies	2	0	0	8	24	0	0	0	0	\$2,393.12	34	\$69.27
	2. Draft Recommendations	2	0	0	8	24	0	0	0	0	\$2,393.12	34	\$69.27
	3. Final Recommendations	2	0	0	8	24	0	0	0	0	\$2,393.12	34	\$69.27
	4. Technical Memorandum	2	0	0	8	24	0	0	0	0	\$2,393.12	34	\$69.27
10	Documentation	20	2	0	24	40	0	0	12	24	\$13,137.76	122	\$107.69
	1. Illustrative Mobility & Connectivity Plan	2	2	0	8	4	0	0	0	0	\$4,716.80	38	\$123.87
	2. Comp Plan and LDC Amendments	2	2	0	8	4	0	0	0	0	\$1,500.58	38	\$39.49
	3. Implementation Plan & Benchmarking	2	2	0	8	4	0	0	0	0	\$1,500.58	38	\$39.49
	4. PowerPoint and Presentation (3)	14	4	0	4	8	0	0	0	8	\$4,870.16	34	\$143.25
												Subtotal:	
												Expenses	
												Desman	
												Blair Zones	
												Landwise	
												Total:	
												\$349,979.07	

## 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:

City of Naples  
Attention: City Manager  
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, without prior approval of the City.

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 **Managing Director of the Vanasse Hangen Brustlin, 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 CONSULTANT's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 5<sup>th</sup> day of May, 2016.

By: \_\_\_\_\_

*Paul W. Ycargain*

**EXHIBIT E**

**JOINT PARTICIPATION AGREEMENT**



Financial Management No.: 436973-1-18-01	Fund: ACSU      Function: 215	FLAIR Approp: <u>088704</u>
Agency: City of Naples	FAP#: <u>8886-831-8</u>	FLAIR Obj.: <u>131551</u>
Contract No: <u>G0885</u>	DUNS No: 80-939-7102	Org. Code: 55012010130
	Local Agency DUNS No: 07-8286488	Vendor No.: F596000382003
	Contract Amount: \$350,000.00	

**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF NAPLES**

This Agreement, made and entered into this 23<sup>rd</sup> day of March, 201~~5~~<sup>6</sup>, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF NAPLES**, a political subdivision of the State of Florida, existing under the Laws of Florida, (hereinafter referred to as the CITY),

WITNESSETH:

WHEREAS, the Parties have been granted specific Legislative Authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the CITY by Resolution No. 16-13750, dated the day of January 20, 201~~5~~<sup>6</sup>, a copy of which is attached hereto and made a part hereof, has authorized its Chairman or designee to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as Naples Downtown Circulation and Mobility Study, in Fiscal Year 2015-2016, said Project being known as FM #436973-1-18-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is off the Federal Aid Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the CITY and it would be most practical, expeditious, and economical for the CITY to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and



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NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

**1. TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The CITY agrees to complete the Project by December 31, 2017, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the CITY does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion, as provided in this paragraph unless an extension of the time period is requested by the CITY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the CITY.

**2. SERVICES AND PERFORMANCES**

A. The CITY shall furnish the services of the project. The Project consists of completing: Naples Downtown Circulation and Mobility Study, and otherwise, the CITY shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the CITY to perform any activity which is outside of the scope of services of the Project.

B. The CITY shall provide the quantifiable, measurable and verifiable units of deliverables as specified in Exhibit "A" and the design plans when approved by the DEPARTMENT. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

C. The CITY agrees to undertake the Project in accordance with CITY standards, Greenbook and all applicable federal, state and local statutes, rules and regulations.

**D. E-VERIFY**

Vendors/Contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract.

Vendors/Contractors shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

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Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E. The CITY shall hire a DEPARTMENT prequalified consultant/contractor using the CITY's normal bid procedures to perform the work for the Project.

F. Upon request, the CITY agrees to provide progress reports to the DEPARTMENT in the standard format used by the CITY and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the CITY and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the CITY with representatives of the DEPARTMENT.

### 3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is \$350,000.00 (THREE HUNDRED AND FIFTY THOUSAND DOLLARS). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the CITY in an amount not to exceed **\$350,000.00 (THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO/100)** for the Naples Downtown Circulation and Mobility Study. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The CITY agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) The CITY shall submit invoices plus supporting documentation required by the DEPARTMENT for approval and processing. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.

ii) Invoices must be based on quantifiable, measurable and verifiable units of deliverables as specified in Exhibit "A", Scope of Services. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed.

iii) Reimbursement for fees or other compensation for services or expenses incurred shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit thereof,

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based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and said request for reimbursement/invoice must be completed and accepted in writing by the Department's Project Manager or designee prior to reimbursement.

iv) The CITY may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

v) All costs charged to the Project by the CITY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain out of any payment due the CITY under this Agreement, an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the CITY on any other Agreement between the CITY and the DEPARTMENT.

D. The CITY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the CITY requests payment. Invoices which have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor

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Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement, and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the CITY to the DEPARTMENT.

F. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one year, the provisions of Section 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

G. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be

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terminated, which shall be effective upon the DEPARTMENT giving notice to the CITY to that effect.

H. The administration of resources awarded through the Department to the CITY by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The CITY shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the CITY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b. The CITY, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the CITY expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after



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December 26, 2014, the CITY must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit D** to this Agreement provides the required Federal award identification information needed by the CITY to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the CITY must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

- ii. In connection with the audit requirements, the CITY shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- iii. In the event the CITY expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the CITY is

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exempt from Federal audit requirements for that fiscal year. However, the CITY must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the CITY's audit period for each applicable audit year. In the event the CITY expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the CITY's resources obtained from other than Federal entities).

- iv. The CITY must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- v. Upon receipt, and within six months, the Department will review the CITY's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the CITY fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- vi. As a condition of receiving this Federal award, the CITY shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the CITY's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The CITY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The CITY shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years

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from the date the audit report is issued unless extended in writing by the Department.

#### **4. COMPLIANCE WITH LAWS**

A. The CITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this Agreement. Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The CITY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The CITY shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The CITY and the DEPARTMENT agree that the CITY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

#### **5. TERMINATION AND DEFAULT**

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This contract may be cancelled by the CITY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the CITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the CITY, the DEPARTMENT shall notify the CITY of such

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termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the CITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the CITY.

#### **6. MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the CITY.

C. In no event shall the making by the DEPARTMENT of any payment to the CITY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the CITY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default. The Participant shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Participant shall timely submit invoices and documents necessary for the close out of the project. The Participant agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Participant if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Participant including missing or deficient documentation of cost and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency. The Participant agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from Participant is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. The participant understands that if it fails to



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timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Participant agrees that in the event the maximum limiting amount of this agreement is reduced by such removal, withdrawal, or loss of funds, the participant will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

D. **Mandatory Start Date:** Agreements shall contain a date certain by which the project must begin or the agreement becomes null and void. This allows the Department to remove the funding if the Participant does not start timely and FHWA directs the Department to de-obligate the funds. The CITY agrees to start the Project by June 1, 2016, in accordance with the schedule described and contained in Exhibit "C" attached hereto.

E. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

F. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the CITY and shall at all times be and remain the property of the DEPARTMENT and the CITY without restriction or limitation on their use.

G. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

H. This Agreement shall be effective upon execution by both parties and shall continue

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in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

I. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

J. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

<b>Florida Department of Transportation</b>	<b>City of Naples</b>
Jim Martin	Gregg Strakaluse
Local Program Administrator	Streets & Stormwater Director
801 N. Broadway Ave	295 Riverside Circle
Bartow, Florida 33830	Naples, Florida 34102

K. Exhibits A, B, C, D and E are attached hereto and incorporated by reference.

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IN WITNESS WHEREOF, Naples CITY has caused this Agreement to be executed in its behalf, by the Mayor or its Designee, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized Designee: This Agreement shall become effective on:

March 23, 2016  
Department to enter date

Robt D. Pugh  
CITY OF NAPLES  
LEGAL  
DATE

John F. Sorrento  
CITY OF NAPLES  
MAYOR OR DESIGNEE  
John F. Sorrento 1/22/16  
PRINT NAME DATE  
At Large 3/8/16

Jessica R. Rosenberg  
Jessica R. Rosenberg, Deputy City Clerk

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

Geraldine McCarls  
EXECUTIVE SECRETARY (SEAL)

Geraldine McCarls 3/22/16  
PRINT NAME DATE

AVAILABILITY OF FUNDS APPROVAL:

2/16/16  
DATE

BY: Chris Smith  
DISTRICT SECRETARY OR DESIGNEE  
DISTRICT ONE

Chris Smith 3/22/16  
PRINT NAME DATE

FLA. DEPT. OF TRANS. LEGAL  
REVIEW:

BY: D Long 3/24/16  
DATE

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

**FINANCIAL MANAGEMENT NUMBER: 436973-1-18-01**

#### **Naples Downtown Mobility & Connectivity Study**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Naples in connection with completing a Mobility and Connectivity Study to quantify and qualify existing and future transportation systems to identify various improvements, such as improved pedestrian and bicycle facilities, travel lanes, intersection designs, transit accessibility, and off-site improvements to serve Downtown Naples and vicinity as the area undergoes redevelopment. The project will include public involvement activities that will engage the community throughout the planning process. The general objective is for the City of Naples to provide contract administration, management services and quality acceptance reviews of all work associated with the completion of the associated Study.

This scope of services includes the following tasks:

#### **Task 1 – Project Coordination and Public Involvement**

Prepare for and participate in miscellaneous coordination meetings with the other public review agencies. These agencies may consist of, but not limited to, the Florida Department of Transportation and Collier County. At the local level, participate in meetings and workshops with local business associations, neighborhood associations, and different departments and boards within the City of Naples.

Organize an Alternatives Development and Review Team (ADRT), assumed to be comprised of various stakeholders. Prepare the necessary project related materials for each ADRT meeting/workshop and facilitating each ADRT meeting.

Prepare the following communication materials for the Project.

- Project introduction fact sheet/newsletter for public and media release
- Questions/Answer documentation for media and public (FAQ)
- Flyers to advertise charrette activities and project activities

***Deliverables:*** Meeting agendas and meeting summaries.

#### **Task 2 – Transportation Assessment and Economic/Business Element**

Determine how various traffic management, traffic control, and design techniques may influence adjacent and nearby business operations. The co-existence between multi-modal accessibility and vehicle throughput will be quantitatively and qualitatively reported.

Case studies that identify how various connectivity and multi-modal improvements have influenced business revenue, property values and redevelopment will be reported without bias. Develop a Pro/Con matrix of attributes that may be considered for this Project, and then relate their likely influence within the Naples project study area.

***Deliverables:*** – *Provide relevant case studies. Provide pro/con matrix of traffic management techniques related to economic and business operations.*

### **Task 3 – Downtown Land-Use, Population, Trip Generation/Attraction and Origin/Destination Evaluation**

Provide copies of Land Use and Socioeconomic Data such as Master Plans and updates, CRA Annual Reports and Updates, adopted Comprehensive Plans, and other special evaluations related to the study area.

Coordinate with the City, FDOT, and the MPO to obtain copies of the most recently updated Long Range Transportation Plans, D-1 Model, and/or FSUTMS-model files for the study area within one month of the project kick-off. Those FSUTMS-model files shall be used exclusively during the duration of the project.

Using future land use projections and population, the FSUTMS model shall be referenced to identify future traffic projections within the study area. If necessary, the model may be refined for more specific purposes. Trip generation/attraction and the City's 2007 Origin/Destination Study information shall initially be evaluated using the travel demand model. If needed, a specific origin-destination survey will be performed.

The area's base year FSUTMS model may need to be modified to more specifically evaluate the trip generation/attraction and origin-destination data for the study area. Significant discrepancies between the model's input data and the system's characteristics will be identified based upon the Downtown Master Plan and CRA Plan, for consideration.

***Deliverables:*** *Memorandum summarizing the results of Task 3, including travel demand model data, projections, and conclusions.*

### **Task 4 - Technical Review of Materials, Data Collection and Inventory**

Review historical traffic counts in the study area. Review historical traffic counts that are published by the Florida DOT along US 41 and Collier County for Goodlette-Frank Road. Additional traffic counts may be conducted during the peak traffic season. Critical intersections shall be included within the analysis.

Determine specific locations for study that may be refined accordingly to develop more specific and comprehensive understanding of transportation needs. Turning movement counts (TMC) will be conducted at critical intersections within the study area.



Mainline vehicle classification counts that identify volumes by vehicle type will be collected for three consecutive days at three locations in each direction on US 41, Goodlette-Frank Road, 8<sup>th</sup> Street, 5<sup>th</sup> Avenue South, 10<sup>th</sup> Street. Existing speed data will be collected and analyzed. One-hour data sets of mainline spot speeds for each direction of travel will be provided. Speed data will be provided for the midday (noon) or pm peak hour in each direction. This data will be summarized to identify the 85th percentile speed.

Obtain and review the most recent design plans (conceptual and beyond) for the study area. Review the draft materials of all previously completed corridor studies, designs and completed projects. New concepts and proposals developed for the study area will be evaluated for feasibility. Review the final report developed for the Downtown Master Plan 2020 and CRA Plans and provide input to those recommendations, as needed.

***Deliverable:*** Memorandum summarizing the results of Task 4 with attached reports of collected volume, speed and vehicle classification data.

#### **Task 5 - Traffic Operations Analysis**

Perform a detailed analysis of current traffic operations within the study area. Obtain and review existing traffic signal timing plans for the study area. Use available information and information collected from previous tasks to build a Synchro/SimTraffic (or VISSIM) model network for detailed simulation analysis of the transportation network, not just isolated intersections.

Aerial photography will be inserted into the model network for improved visual reference. The existing traffic volumes including truck and freight percentages, signal timings, and committed capacity improvements will be inserted into the model for evaluation and simulation. Other available data pertinent to the study area can be inserted into the model, as available.

Develop an acceptable calibration and validation procedure of the micro-simulation network. Include at a minimum, model set-up and base year network coding, evaluating defaults with field observations, adjusting calibration parameters, and comparing animation runs with field measured data.

Perform a peak hour analysis of traffic conditions using the simulation model. Methodologies consistent with the most recent edition of Highway Capacity Manual shall be used. Two peak hour analyses (Noon and PM) are assumed in this task. The Level of Service, volume-to-capacity, and delay criteria to be considered should be the peak hour with the most delay.

Identify potential design alternatives within the public right-of-way. These potential improvements may consist of, but not limited to, previously identified areas of analysis. A



change in the existing speed limits may be considered as well. Perform a comparative analysis of measures of effectiveness between the existing conditions and volumes and the proposed alternatives. Two alternative scenarios are assumed for the micro-simulation. Recommended alternatives may consider a 20-year horizon of future traffic volumes in the analysis. Data associated with the future traffic volumes is to be supplied from the Collier Metropolitan Planning Organization.

Develop a video simulation depicting traffic operations for the existing conditions and the proposed alternatives. Results of the potential alternatives will be documented and submitted for review. Review comments from public agencies will be included, as appropriate. After addressing comments, the draft alternatives will be modified and comparatively evaluated again to the existing conditions. The final results will then be submitted.

***Deliverable:*** Memorandum summarizing the results of Task 5, including a calibration report documenting the validation/calibration process, a summary of the traffic delay results, identification of design alternatives, and summary of the alternatives comparison to the base conditions. Video clips of the traffic simulation in a PowerPoint presentation.

### **Task 6 – Design Charrette**

A continuous three-day charrette will be conducted, for the purpose of providing relevant and factual research information for all constituencies and to fully engage the public in a constructive process that results in a consensus and implementable vision for the Project. The Project charrette will include displays and graphics developed from the previous tasks.

Following the charrette, prepare a graphical conclusion summary that illustrates the major components of Project activities and recommendations. The summary shall be prepared for a non-technical audience. A draft summary will be prepared for review. After addressing comments, finalize the summary for publication and presentation to City Council with invitation to FDOT and Collier County Transportation.

***Deliverable:*** Displays and graphics, presentation materials. Graphical conclusion summary for a non-technical audience.

### **Task 7 - Preliminary Concepts**

This task shall be worked in conjunction with the previous tasks. Obtain existing aerial photography toward building a Trimble Sketch-Up model from which project alternatives can be designed with graphical illustration and scaled accuracy. This task may include AutoTURN generated design vehicle paths. Perform at least three site visits of the study area to visually review items such as right-of-way, exposed utility locations, traffic signal

locations, drainage, and other pertinent data that may help develop preliminary drawings. Also, develop typical cross-section drawings for existing conditions.

Based upon information from previous tasks and other sources, one draft alternative typical cross-section that may enhance and provide a more "complete street" will be developed for the alternate locations.

Develop a draft plan view drawing of potential alternatives within the public right-of-way throughout the study area. The drawings shall consider using potential lane modifications, intersection traffic control, streetscaping, landscaping within the median, and other improvements where feasible. The draft preliminary concept drawings will then be submitted for review.

After addressing review comments, the draft typical cross-section and plan view drawings will be modified. Two rounds of review comments and revisions are assumed in this task. Submit the modified drawings after the final revisions have been completed.

***Deliverable:*** *Printed and electronic copies of conceptual design plans. These designs should document conceptual evaluation for drainage, right-of-way, and utility impacts from the proposed alternatives and may be summarized in memo format.*

### **Task 8 - Cost Element and Implementation Strategies**

Based upon the conceptual design recommendations, prepare general long-range cost estimates. These cost estimates are to be provided independently for each evaluated location. A cost per linear foot of project for each segment and total cost are to be provided. The extents of these estimates are to include initial surface construction costs and general drainage and utility impact costs only. More detailed cost estimates for engineering and construction of surface and utility impacts, including the potential replacement and relocation of existing water and wastewater infrastructure, will be identified under a future phase for final design and will also include subsurface utility verification.

Prepare an *Implementation Plan* describing the highest-ranking activities and strategies. Identification of specific project components within the implementation plan shall also be developed. For each strategy, activity or project identified in the plan, the following information shall be provided.

- Time frame for Implementation:
  - Short-Range (0 - 5 years: within the life of the current *Transportation Improvement Program*)
  - Mid-Range (5 - 10 years)

- Long-Range (10 - 25 years: by the horizon year of the Long-Range Transportation Plan)
- Cost to Implement, current year dollars (as appropriate), per unit pricing formulae.
- Parties/Agencies with primary responsibility for implementation.

One round of review comments is assumed in this task.

***Deliverable:*** *Development of an Implementation Plan. This includes long-range cost estimates, a time frame for implementation, and identification of the responsible parties/agencies for each recommended improvement.*

#### **Task 9 - Downtown District Policy Strategies for Arterial, Collector Systems, and Local Street System Improvements**

In addition to the design and infrastructure improvements, research and identify policy strategies that may facilitate the project objectives. These policies should focus on how land-use and transportation policies influence mobility within the Downtown. These policies may include, but not limited to, modifications to the Land Development Code, Zoning Code, Comprehensive Plan, etc. The intent of this task is to develop recommendations that should be considered in future planning and policy document updates.

***Deliverable:*** *Memorandum summarizing the results of Task 9, including recommendations for new or updated land-use and transportation policies.*

#### **Task 10 - Documentation**

Document the results in a summary report to the City based upon the results from Task One through Task Nine. This summary report shall be presented with relevant charts and graphics that describe the methodology used toward reaching the project recommendations. A PowerPoint file will also be developed for presentations.

Develop a draft summary report for submittal. Based upon comments received, modify the draft report, as appropriate. The draft report will be finalized and then submitted. 10 hard copies and one electronic version of the report will be submitted. PowerPoint presentations will be created and shown at required meetings.

Prepare for and provide up to three (3) presentations of Final Report at public workshops/meetings.

***Deliverable:*** *Graphical report that summarizes process and methodology used to develop the project results. PowerPoint presentation summarizing the project and results.*

## EXHIBIT "B"

### ESTIMATED SCHEDULE OF FUNDING

**Financial Management Number: 436973-1-18-01**

By and through this Joint Participation Agreement with the City of Naples, the DEPARTMENT agrees to reimburse the City of Naples up to, but not to exceed **\$350,000.00 (Three Hundred and Fifty Thousand Dollars and NO/100)** programmed in **FY 2015/2016** for actual cost incurred on this Project, excluding City of Naples overhead.

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## **EXHIBIT “C”**

### **ESTIMATED PROJECT PRODUCTION SCHEDULE**

**Financial Management Number: 436973-1-18-01**

- Planning Study Contract to be awarded by: June 1, 2016
- Planning Study to be completed by: December 31, 2017

**EXHIBIT D****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
 CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION  
 Federal-Aid Highway Program, Federal Lands Highway Program  
 \*Award Amount: \$350,000.00  
 Awarding Agency: Florida Department of Transportation  
 Indirect Cost Rate:  
 \*\*Award is for R&D:

\*The federal award amount may change with supplemental agreements  
 \*\*Research and Development as defined at §200.87, 2 CFR Part 200

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING**

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrc.gov](http://www.fsrc.gov)



**EXHIBIT "E"****FHWA FORM 1273****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOW:****LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC-COMPLIANCE WITH FHWA 1273**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions in FHWA-1273.

**Agenda Item 12  
Meeting of 1/20/16****RESOLUTION 16-13750**

**A RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NAPLES FOR THE NAPLES DOWNTOWN CIRCULATION AND MOBILITY STUDY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Naples has planned to study multi-modal transportation in the downtown area as early as possible to address transportation needs resulting from anticipated redevelopment; and

**WHEREAS,** the City applied for transportation funding through the Metropolitan Planning Organization (MPO) for a Downtown Circulation and Mobility Study (hereinafter 'Study'); and

**WHEREAS,** the MPO and Florida Department of Transportation (FDOT) programmed \$350,000 in the FDOT Five Year Work Plan for the 'Study'; and

**WHEREAS,** staff has reviewed the attached Joint Participation Agreement prepared by FDOT and has determined that it is in the best interest of the City and recommends approval;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:**

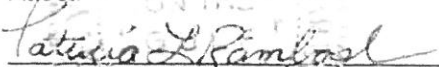
**Section 1.** That the Joint Participation Agreement between the State of Florida Department of Transportation and the City of Naples for the Naples Downtown Circulation and Mobility Study is hereby approved.


**Section 2** That the City Manager is hereby authorized to execute the Joint Participation Agreement, a copy of which is on file in the City Clerk's Office.

**Section 3.** That this resolution shall take effect immediately upon adoption.

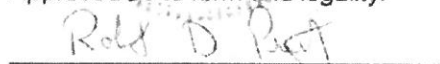
**PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 20<sup>TH</sup> DAY OF JANUARY, 2016.**

Attest:

  
Patricia L. Rambosk, City Clerk

  
John F. Sorey III, Mayor

Approved as to form and legality:

  
Robert D. Pritt, City Attorney

M:\REF\COUNCIL\RES\2016\16-13750

Date filed with City Clerk: 1-21-16