

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

Bid/Proposal No. 16-036

Clerk Tracking No. 16-00092

Project Name: **Baker Park Design and Permitting Services**

THIS AGREEMENT (the "Agreement") is made and entered into this 13th day of June 2016 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Kimley-Horn and Associates, Inc.**, a Foreign Profit Corporation, authorized to do business in the State of Florida, whose business address is: **1777 Main Street, Suite 200; Sarasota, Florida 34236** (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 **Baker Park Design and Permitting Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

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

1.4. The CONSULTANT agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONSULTANT's project manager (the "Project Manager"). The Project Manager shall

be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONSULTANT hereunder, and the CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7 The CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONSULTANT violates the provisions of this paragraph, the CONSULTANT shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

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

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

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

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

2.2. The Project Coordinator shall:

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall be performed and completed by September 30, 2017 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 **\$1,321,667.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONSULTANT desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 The CONSULTANT shall:

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

ARTICLE SIX INDEMNIFICATION

6.1. The CONSULTANT agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed 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:

Kimley-Horn and Associates, Inc.
1777 Main Street, Suite 200
Sarasota, Florida 34236
Attention: **Bill Waddill**, PLA, AICP / Senior Vice President
FEI/EIN Number: On File State(NC)

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

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of care commensurate with that which is imposed upon persons or firms in consultant's profession.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONSULTANT without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONSULTANT shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONSULTANT shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration

under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

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

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Patricia D. Rambosk
Patricia D. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONSULTANT:

Kimley-Horn and Associates, Inc.
1777 Main Street, Suite 200
Sarasota, Florida 34236
Attention: **Bill Waddill**, PLA, AICP
Senior Vice President

Witness

Peggy Jean Getzan
Witness Printed Name

By: Gary J. Nadeau

Printed Name: Gary J. Nadeau, P.E.,

Title: Vice President

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



EXHIBIT A

SCOPE OF SERVICES

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

END OF EXHIBIT A



TABLE OF CONTENTS

BAKER PARK DESIGN AND PERMITTING SERVICES

CONSULTING ENGINEERING AGREEMENT

PURPOSE AND PROJECT UNDERSTANDING	1
SCOPE OF SERVICES.....	2
<i>Task 1 – Project Administration, Presentations, and Meetings.....</i>	<i>2</i>
A. Project Administration and Management.....	2
B. Sub-consultant Coordination	3
C. Other PROJECT Meetings.....	3
D. Attendance at City Council Meetings	3
<i>Task 2 – Site Horticultural Waste Reuse Environmental, Geotechnical Analysis and Permitting.....</i>	<i>3</i>
A. Reuse Evaluation Phase	3
B. Design and Permit Phase	6
<i>Task 3 – Site Wetland and Coastal Environmental Review and Permitting</i>	<i>6</i>
<i>Task 4 – Schematic Design (30%) Plan Package.....</i>	<i>7</i>
A. Data/Documentation Collection and Review.....	7
B. Schematic Design (30%) Plans.....	7
C. Boardwalks and Fishing Piers	8
D. Preliminary Engineering	8
E. 3D Design Model.....	8
F. Pre-Application Meetings	8
G. Engineer's Opinion of Probable Construction Costs (EOPC).....	9
<i>Task 5 – Design Development (60%) Plan Package.....</i>	<i>9</i>
A. Design Development (60%) Civil Plans	9
B. Design Development (60%) Landscaping and Hardscape Plans	10
C. Drainage and Utility Engineering	11
D. 3D Design Model.....	11
E. Engineer's Opinion of Probable Construction Costs (EOPC).....	11
<i>Task 6 – Site/Civil Permit Application Packages.....</i>	<i>11</i>
A. Permitting.....	11
B. Meetings with Permitting Agencies.....	12
<i>Task 7 – PreBid (90%) Plan Package.....</i>	<i>12</i>
A. Pre-Bid Plan Phase Activities	12
B. Specific and County Technical Provisions.....	12



C. Bid Proposal Form/Opinion of Probable Cost (OPC)..... 12

Task 8 – Bid (Construction) Phase (100%) Plan Package..... 13

Task 9 – Bidding Services 13

A. Bidding Assistance 13

PROVISIONS FOR WORK 13

ADDITIONAL/OTHER SERVICES..... 15

ADDITIONAL SERVICES..... 16

SCHEDULE..... 16

FEE..... 16



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 1

CONSULTING ENGINEERING AGREEMENT FOR:***Baker Park Design and Permitting Services*****PURPOSE AND PROJECT UNDERSTANDING**

The purpose of this document is to describe the scope of services and the responsibilities of the ENGINEER and the CITY, in connection with the completion of necessary park design, civil and landscaping construction plans, permit applications to governing agencies, and City Council coordination for the proposed improvements to **Baker Park**. The limits of the improvements are identified on the *Baker Park Plan – H2* dated February 8, 2016, and generally consist of all improvements identified on the plan needed for development of the park, and is predicated on the documents provided by the CITY during the RFP of Baker Park.

The PROJECT consists of landscape, hardscape, and civil improvements to the existing ± 15 Ac. City property that historically been used as a landfill. The property is located between Gordon River and Riverside Circle and east of the existing Naples Dog Park. Improvements to the park will consist of roadway extensions, parking lot expansion, utility services to the park, drainage improvements, creation of a Founders Garden, playgrounds, passive recreation, kayak launch, café building, pavilion, sunrise terrace, piers, boardwalks, walking paths, lawn areas, and art displays.

The Baker Park design is based on the following assumptions:

1. The Baker Park Plan - H2 (H2), dated February 8, 2016 has been adopted by the CITY and is the basis for initiating 30% design and future stages of design/construction drawings.
2. The \$12.5M budget outlined in the peer review is the current construction budget for design purposes, understanding that some of the elements in that budget may be moved to a future phase. This budget excludes design, testing, and permit fees.
3. The program elements to be included in the design generally consist of those elements identified on Baker Park Plan - H2, and as identified on the Baker Park Peer Review Opinion of Probable Cost, dated February 5, 2016, prepared by Stantec. This will also include modifications to Riverside Circle in the Park area as required to accommodate the H2 plan.
4. The pedestrian bridge crossing the Gordon River is being designed by others (Cardno), and the ENGINEER will coordinate with Cardno regarding access, connections, and tie in to Baker Park. It is also assumed that Cardno will comply with the schedule and deliver information in a timely manner to the ENGINEER. The ENGINEER cannot control Cardno and is not responsible for delays or changes in scope precipitated by their actions.
5. No Interactive Fountain/Splash Pad has been included in the program elements or included in the **ENGINEER's scope of services**.
6. It is understood the any previous environmental studies are assumed to be valid and the CITY acknowledges that the ENGINEER is entitled to rely on availability, completeness, and accuracy of all the information provided by the CITY. The ENGINEER has provided the following scope of services based on this information. If additional information becomes available that affects the Scope, the ENGINEER will review with the CITY and determine if a change in our scope and/or



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 2

fee is needed.

7. The recommendations for Best Management Practices (BMPs) within the GHD Services, Inc. (GHD) report regarding evaluation of subsurface soil conditions and gas will be further evaluated in this scope.
8. The scope of services provided in this document were made based on information provided in previous reports as provided for in the Request for Proposal.
9. No testing for non-methanogenic organic constituents (NMOCs) will be conducted at the property as it is assumed that the presumptive remedy for gas will address the NMOCs, if present.
10. Active systems will be required for gas mitigation for enclosed structures.
11. Groundwater quality will be evaluated only relative to possible construction dewatering and preparation of construction dewatering plan and possible permit with Florida Department of Environmental Protection (FDEP).
12. No permits are required for FDEP Solid Waste Division for the project. The scope of services provided in this document shall be consistent with the guidelines provided in the FDEP "Guidance of Disturbance and Use of Old Closed s or Waste Disposal Areas in Florida" dated February 3, 2011. This document is herein termed the "Reuse Guidance".
13. The permit agencies will not require further water quality sampling or soil sampling for the improvements proposed with this PROJECT.
14. The proposed work is consistent with the County/City's **Manatee Protection Plan** and the County/City will provide a consistency letter "no objecting" to the proposed PROJECT.
15. Regarding environmental/coastal permitting, The CITY anticipates that the project will not receive any objections from 3rd party NGO's or commenting agencies.
16. The proposed performance pavilion will be provided as a design-build package by a vendor, with some custom modifications to make it specific to Baker Park.
17. The schedule for engineering and permitting will be generally consistent with the ENGINEER's schedule previously submitted with the RFP (approximately 14-15 months from NTP to 100% documents).

SCOPE OF SERVICES

Task I – Project Administration, Presentations, and Meetings

The ENGINEER will provide a Project Manager and staff to administer the professional services described in this Scope of Services.

A. Project Administration and Management

Project Administration and Management will consist of the following activities: scheduling, written reports, describing work to be completed in upcoming month, other status reports, budgeting, invoicing, and quality assurance program. Additionally, the ENGINEER will provide the following:



1. Project Setup: The ENGINEER will establish project files, project work plan, initiating accounting system.
2. Progress Reporting: Progress and Schedule updates at reasonable intervals describing the work performed on each task.
3. Correspondence: Copies of all written correspondence between the ENGINEER and any party pertaining specifically to this Project will be provided to the.
4. Method of Distribution: Distribution of meeting summaries, schedules, correspondence, etc., will be via e-mail.

B. Sub-consultant Coordination

Included in this task is coordination of sub-consultant services and coordination of proposed improvements with utilities located within the PROJECT limits. At this time, the ENGINEER anticipates the following sub-consultants on this project, however the list may change based on the needs of the PROJECT and through discussions with the CITY: land surveyor, geotechnical engineer, building mechanical/ electrical/ plumbing, building structural, site design/VE review, and environmental consultant.

C. Other PROJECT Meetings

The ENGINEER will prepare for and attend the following meetings.

1. Kickoff Meeting: The ENGINEER shall meet with CITY personnel to review project objectives, work plan, and schedule.
2. Progress Meetings: Attendance of up to fifteen (15) monthly project meeting calls, including preparation of meeting agendas, coordination with attendees, review of schedule and preparation of meeting summaries. (The ENGINEER will distribute copies of the meeting summaries, within approximately three (3) business days to the CITY Project Manager. Once approved, the summaries will be sent to attendees and other interested individuals.)
3. Other PROJECT Meetings: Attendance of up to six (6) project meetings on site or at the CITY, including preparation of meeting agendas, coordination with attendees, review of schedule and preparation of meeting summaries. (The ENGINEER will distribute copies of the meeting summaries, within approximately three (3) business days to the CITY Project Manager. Once approved, the summaries will be sent to attendees and other interested individuals.)

D. Attendance at City Council Meetings

The ENGINEER will prepare for and attend three (3) scheduled City Council meetings that correspond with the 30%, 60%, and 100% submittals to the CITY. The ENGINEER will discuss the progress of the project and obtain input from the Council. City Council meetings will include the preparation of park renderings and illustrative 3D graphics to convey park design progress.

Task 2 – Site Horticultural Waste Reuse Environmental, Geotechnical Analysis and Permitting

A. Reuse Evaluation Phase



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 4

This task will consist of the following subtasks that will be required for redevelopment of the property. All reports shall be provided to the CITY in draft form prior to being finalized. All final documents shall be provided in electronic format to the CITY and will be signed and sealed by licensed professionals as required by the State of Florida. All sampling will be conducted consistent with the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) as revised March 1, 2014. Laboratory analyses will be conducted by an accredited member of the National Environmental Laboratory Accreditation Conference (NELAC). Geotechnical testing will be conducted consistent with American Society of Testing and Materials (ASTM) and other applicable testing standards. Gas testing will be conducted in accordance with U.S. Environmental Protection Agency (USEPA) guidelines and applicable ASTM test standards.

1. Regulatory Requirements and Work Planning. This task will consist of reviewing the existing information as provided by the CITY and available through readily available regulatory records concerning the Site. Based on this review, the ENGINEER will prepare a work plan. The work plan will describe soil and groundwater testing protocol, evaluation of the lateral and vertical extent of horticultural debris and supplemental geotechnical testing for the structural features identified on Master Plan H2. This task will include one site visit, phone calls with persons knowledgeable of the property, and one meeting with FDEP Solid Waste staff in the FDEP Fort Myers office. A summary memorandum outlining the results and work plan will be prepared and provided to the CITY for review and comment. This effort includes one revision to the work plan if required by the City.
2. Soil and Groundwater Quality – The results from this task are required for the Soil and Debris Relocation and Soil Management, and Dewatering Plans. Up to eight (8) soil samples shall be collected using the Incremental Sampling Methodology (ISM) from the property. Prior to samples collection, a licensed surveyor shall locate decision units on the property that are to be tested. The decision units will be based on common areas of cut, fill, and reuse. Thirty boring locations will be surveyed within each decision unit. The sample depths will be based on the preliminary cut and fill plans prepared by CDM in their December 2014 Preliminary Engineering report. A sample will also be collected from the stockpile of dredged material. The soil samples will be analyzed for arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, aluminum and iron. In addition, samples will also be analyzed for organochlorine pesticides, organophosphorus pesticides, chlorinated herbicides, semi-volatile organic compounds.

Four (4) groundwater monitoring wells will be installed on site in order to evaluate water quality that may be encountered during construction. The groundwater monitoring wells will be installed by the Hollow Stem Auger Method and will consist of 10 feet of slotted well screen placed at an appropriate depth to intersect the top of the water table. The wells will be installed with a three foot above grade protective steel riser. Groundwater samples will be collected from the monitoring wells and analyzed for the soil sample parameters described above along with nitrates, total nitrogen, ammonia, TDS, and sodium.

A summary memorandum outlining the soil and groundwater results will be prepared and provided to the CITY.

4. Extent of Horticultural Debris - ENGINEER will evaluate historical aerial photographs and



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 5

information provided within the reports for the site and prepare a figure showing the estimated extent of horticultural debris and required by the Landfill Reuse Guidance. The results from this task shall be included in the Debris Relocation plan to be provided to the FDEP.

5. Stormwater Controls – ENGINEER's environmental staff will work with ENGINEER's planning and civil design staff in defining constraints for stormwater controls that include insuring stormwater will not interact with groundwater prior to discharge. Stormwater design is being completed under a separate task within this scope.
6. Geotechnical Testing - A significant amount of geotechnical testing has been completed at the property. However, no borings have been completed within the area of the currently proposed structures and it is our opinion additional testing is required. As part of the regulatory requirements and work plan task, we will prepare stratigraphic cross sections from the available soil boring logs to evaluate the geotechnical properties of the site with respect to the structural features identified from Master Plan H2. Based on the results from this effort, we propose a supplemental geotechnical investigation to provide a more cost effective design than previously proposed by others. The additional investigation is assumed to consist of the completion of eight (8) additional soil borings, varying from depths of 20 to 50 feet below ground surface. The results will be used to support the design of the specific structures identified on Master Plan H2. The soil borings will be performed using ASTM testing protocols including sampling and standard penetration test (SPT) blow counts. Select samples will be shipped to a geotechnical laboratory for testing for index, strength, and compaction properties.
7. Grading, Site Features, and Utilities (review proposed locations and extents) – ENGINEER's environmental staff will work with the geotechnical sub-consultant and ENGINEER's planning and civil design staff such that consideration for the results of the testing is contemplated in the grading plan, locations and design of site features and utilities.

B. Design and Permit Phase

This task will include preparation of the following plans and permit documentation. The documentation provided to the FDEP Solid Waste Division is recommended within the Landfill Reuse Guidance Document. FDEP may provide comment on these documents.

1. Debris Relocation and Soil Management Plan – In accordance with the Landfill Reuse Guidance, ENGINEER will prepare a combined Debris Relocation and Soil Management Plan. The plan will be provided to the FDEP Solid Waste Division.
2. Dewatering Plans and Permits – The ENGINEER will prepare a dewatering plan for construction dewatering. The plan will show possible dewatering locations, depths and durations and provide a treatment design that the Contractor may choose to select. The plan will be prepared and submitted to the FDEP to obtain an Industrial Waste Water permit for construction dewatering.
3. Gas Mitigation System Design – The ENGINEER will design an active gas mitigation system (GMS) based on assumptions made from historical landfill gas testing, site conditions, and evaluation of alternative mitigation approaches to meet the CITY's goals and objectives, including the level of risk, for the Park development. The GMS will also include a monitoring



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 6

and maintenance program and will be provided to the FDEP.

4. Geotechnical Design – The ENGINEER will provide the design of foundation systems for the structures and pavements at the park. The foundation design for the various structures will incorporate recommendations from the GHD Risk Report and in consultation with the CITY. The ENGINEER will perform settlement and bearing capacity analyses using the design loads for the various structures. Utility structures will be designed to standard building codes and CITY requirements. Slope stability analyses may also be performed for critical structures. A geotechnical design report will be prepared to document the design with recommendations for inspection and testing during construction.
5. Health and Safety Plan – The ENGINEER will prepare a generic Health and Safety Plan for future site investigation and construction activities. This plan will provide specific worker health and safety requirements for working on the property. Each Contractor will be responsible for preparing and implementing their own Health and Safety Plan and will use the ENGINEER's plan as an attachment to their plan.

Task 3 – Site Wetland and Coastal Environmental Review and Permitting

The ENGINEER intends to sub-contract with Turrell Hall to provide these services, as follows:

- One site visit to update submerged Resources Survey and vegetative mapping for permit submittals.
- Prepare guidance summary and exhibits for docks, boardwalks and kayak launch along shoreline.
- Attend up to two (2) pre-application meetings with FDEP and USACOE.
- Prepare reports and associated exhibits for ERP Environmental Permitting, consisting of:
 - Environmental Supplement
 - Threatened and Endangered Species Summary
 - Mitigation Plan Turbidity Monitoring Plan
 - Turbidity Monitoring Plan
 - **Sovereign Lands Analysis to support "No-Fee" lease or consent**
 - Uniform Mitigation Assessment Methodology (UMAM) preparation
 - Avoidance and Minimization Analysis for USACOE
 - Section 7 checklist for USACOE and NMFS
- Attend up to three (3) site visits with Agencies.
- Provide services in support of the ERP Application, consisting of:
 - Coordination with FDEP and respond to up to two (2) requests for additional information.
 - Coordination with USACOE regarding Public Notice Issuance, public comments, and respond to up to two (2) requests for additional information.



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 7

- Coordination with commenting agencies (i.e. FWS, NMFS, DHS) assuming that coordination is simply clarification of exhibits or submittal documents. Does not include additional studies or a formal Biological Assessment if one is required by FWS or NMFS.
 - Coordination with Mitigation Banks as required.
- Attendance at up to a combined total of six (6) team meetings, conference calls, and/or CITY hearings.

Task 4 – Schematic Design (30%) Plan Package

The ENGINEER shall prepare Schematic Design (30%) Plans based on the Baker Park Plan - H2 (H2) dated February 8, 2016 and information provided by the CITY that shall include all areas of the project with the following plan sheets: Preliminary Landscape Architectural Plans; Preliminary Master Site Plan; Preliminary Master Drainage Plan; Preliminary Paving, Grading and Drainage Plans; and a Preliminary Utility Plan.

A. Data/Documentation Collection and Review

The ENGINEER will review the content of the available reports prepared by others for the PROJECT (Preliminary Engineer's Report, Risk Assessment Report, etc.) and incorporate any recommendations into the preliminary design of the PROJECT.

The ENGINEER shall perform a visual field observation of the above ground conditions, existing vegetation, other existing conditions, and utility as-builts that may influence the 30% layout refinement.

The ENGINEER will confirm the following:

1. The Location of existing utilities and capacity to serve the site by review of as-built drawings and coordinating with the CITY Utility Dept.
2. The design and permitting requirements for the utility services to the park.
3. The design and permitting requirements for the storm water treatment, attenuation, and incorporation where possible of Low Impact Design (LID) practices for the park.
4. Review of zoning, tree preservation, and environmental constraints for the park.

B. Schematic Design (30%) Plans

The Schematic Design (30%) Plans set will consist of the following:

1. Geometry and alignment of Riverside Circle, round-a-bout, and the park entrance round-a-bout.
2. Parking lots and Founders Garden horizontal layout.
3. Location of ingress and egress into the park.
4. Layout and limits of the hardscape features (sidewalks, paths and trails).
5. Location and sizes of buildings, playground and other park amenities.
6. Preliminary layout of boardwalks, boat ramps and piers.



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 8

7. Preliminary Landscaping and Hardscape Plan, including preliminary park equipment material selection.
8. Location and size of the kayak launch and sunrise terrace areas.
9. Other design elements identified in the H2 Master Plan and OPC.

C. Boardwalks and Fishing Piers

The ENGINEER will provide design drawings for the proposed fishing piers, boat ramps and boardwalks noted on Plan H2. These structures are anticipated to be fixed, not floating, and they will be designed by the ENGINEER as free-standing elements with no structural connections to any existing land-side facilities. The number and approximate length of the fishing piers, boat ramps and continuous boardwalk anticipated for the PROJECT are in accordance with Baker Park Plan - H2. Each of the fishing piers and boat ramp piers required on the PROJECT will be identical (or nearly identical) in construction, to the extent that common structural calculations and plan details can be utilized for design. The walking surfaces for all structures will be constructed at a uniform elevation of 5' above mean high water. While no ramped or stepped surfaces are required, however all surfaces shall be designed to be ADA compliant.

All of the above structures will include elements based on the CITY's preferred typical sections and construction materials. The ENGINEER shall include a "Structural Notes" sheet which will provide performance specifications for the various construction materials, including: concrete, timber and composite decking.

D. Preliminary Engineering

The ENGINEER shall prepare preliminary drainage calculations to establish pre and post drainage basins, location of storm water facilities, and storm pipe layouts. The ENGINEER will evaluate the existing potable water, reclaimed water, and wastewater infrastructure at the PROJECT site to determine available capacity. This will include obtaining CITY's existing utility maps for the area and meeting with the CITY staff. The ENGINEER will coordinate a fire hydrant flow test to be performed in the area and calculate anticipated potable water, reclaimed water, and wastewater demands for the PROJECT site. Demands will be based upon the site plan and will include, but are not limited to: on-site public restrooms, drinking fountains, hose bibs, and preliminary landscaping plans.

E. 3D Design Model

The ENGINEER will prepare a 3D illustrative Lumion/Sketch-Up model of the PROJECT based on the layout and grading from the 30% plans. The model will be used to further illustrate design features of the park.

F. Pre-Application Meetings

The ENGINEER will schedule and attend a pre-application meeting with South Florida Water Management District (SFWMD) and/or FDEP to discuss the objectives for the project and establish the parameters that will be required for permitting. The ENGINEER will meet and coordinate with SFWMD/FDEP during review of the permit application to aid the review process. It is assumed that only an individual environmental resource permit will be required by the SFWMD/FDEP for budget purposes.



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 9

The ENGINEER will also schedule and attend a pre-application meeting with CITY Planning, Utility, and Streets & Stormwater departments to discuss the objectives of the project and establish the parameters that will be required for permitting.

G. Engineer's Opinion of Probable Construction Costs (EOPC)

The ENGINEER will calculate quantities and prepare an EOPC for the improvements identified on the 30% plan set.

Task 5 – Design Development (60%) Plan Package

The ENGINEER shall prepare Design Development (60%) Plans based on the CITY approved Schematic Design (30%) Plans, CITY comments, and comments received during the Pre-Application meetings. The 60% plan set will be utilized on the initial permit submittals to the governing agencies.

A. Design Development (60%) Civil Plans

In general, these plans will consist of the following elements:

1. Existing Conditions: The ENGINEER shall prepare the existing conditions plan identifying areas of clearing or demolition.
2. Site Plan: The ENGINEER shall prepare a site plan for the development of the PROJECT by identifying dimensioning and horizontal control for the PROJECT layout and construction.

The ENGINEER shall prepare a site plan with general dimensions and cross section sketches for environmental permitting purposes for the proposed kayak launch, fishing piers, boat docks, piers and boardwalk. The ENGINEER will utilize the project geotechnical engineer and coordinate obtaining soil information to provide design criteria and recommendations for the foundation elements.

3. Paving, Grading, and Drainage Plan: The ENGINEER shall prepare the site paving and grading plan, including the design of a conveyance system and storm water management system to treat and attenuate runoff in accordance with SFWMD/FDEP and the city of Naples regulations. The plans will consist of supporting details and specifications for construction of the PROJECT and where appropriate will incorporate LID practices.
4. Water and Sanitary Sewer Utility Plans: The ENGINEER shall prepare the site water, and gravity sewer utility plans. The proposed utilities will be designed in accordance with the current Florida Department of Environmental Protection (FDEP) and City of Naples Utility Department requirements. The plans will consist of supporting details and specifications for construction of the PROJECT.
5. Best Management Practices Plan: The ENGINEER shall prepare a Best Management Practices (BMP) plan showing erosion control measures required for the contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction. The plans will consist of supporting details and specifications for construction of the PROJECT.



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 10

6. Pavement Marking and Signage Plans: The ENGINEER shall prepare a Pavement Marking and Signage plan showing pavement markings and traffic control signage for the PROJECT. The plans will consist of supporting details and specifications for construction of the PROJECT.
7. Lighting Plans: The ENGINEER shall prepare a site lighting permit plan to the degree required to satisfy City of Naples requirements and local jurisdictional criteria. Plans will consist of: lighting design and photometric calculations for the site. The ENGINEER shall coordinate with FP&L and the CITY for design of the following items including: building power and lighting systems, site lighting electrical power, site lighting controls, emergency power system including generator, lighting protection system, site lighting photometric survey.

B. Design Development (60%) Landscaping and Hardscape Plans

In general, these plans will consist of the following elements:

1. Landscape plan for the project identifying locations, type and sizes of proposed landscape material.
2. Tree mitigation plans identifying removal and mitigation calculations to determine the total replacement required. Mitigation plans will include locations of proposed mitigation techniques limited to: tree protection fencing and root pruning limits.
3. Irrigation performance specifications for the project to provide full coverage of the proposed landscape material. Contractor shall provide shop drawings for review by ENGINEER for design of irrigation system.
4. Hardscape plan identifying materials, layout and finishes for proposed PROJECT improvements.
5. Hardscape details for proposed PROJECT improvements. Details are anticipated to include the following components:
 - a. Concrete Sidewalk
 - b. Pavers / Specialty Paving
 - c. Site Furnishings and Installation
 - d. Playground Equipment
 - e. Playground Surfacing
 - f. Fitness Trail and Equipment
 - g. Site Retaining Walls and Stairs
 - h. Icon Feature (unless vendor provided)
6. Prepare design intent/performance specifications for components of the PROJECT as follows:
 - a. Event Pavilion
 - b. Playground Shade Structure
 - c. Wayfinding Signage
 - d. Public Art Nodes / Display Areas



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 11

- e. Trellis / Shade Structures
- f. Arbor Swings
- g. Kayak Rack and Launch Area Shelter

Design intent details and performance specifications for these items will be of sufficient detail for bidding and implementation of the work. The documents will describe materials, finishes, sizes, and installation performance specifications. Selected contractor shall do final permit drawings (including structural, mechanical, electrical, plumbing (MEP) in shop drawing format for review by ENGINEER, and submit documents for any required permits.

C. Drainage and Utility Engineering

The ENGINEER will update the preliminary drainage calculations completed for the 30% plans based on the 60% changes. The updated calculations will be incorporated into the submittal packages to the SFWMD/FDEP and the CITY. The ENGINEER will update the preliminary calculations for potable water, reclaimed water, and wastewater demands for the PROJECT based on the 60% design.

D. 3D Design Model

The ENGINEER will update the 3D model of the PROJECT based on the changes made to the layout and grading per the 60% plans.

E. Engineer's Opinion of Probable Construction Costs (EOPC)

The ENGINEER will calculate quantities and prepare an EOPC for the improvements identified on the 60% plan set.

Task 6 – Site/Civil Permit Application Packages

A. Permitting

The ENGINEER will prepare and submit the following permit applications.

1. Environmental Resource Permit (ERP) – One (1) permit application will be prepared in coordination with the coastal environmental consultant, accounting for the revised conditions proposed by the proposed improvements. The environmental consultant will provide required information and exhibits to the ENGINEER, for inclusion in the permit application.
2. City of Naples Site Plan Application – One (1) Site Plan permit application will be prepared and submitted to the CITY Planning Dept. pertaining to park improvements, parking lot, and roadway modifications for Riverside Circle.
3. Florida Department of Environmental Protection – One (1) application for water as with one (1) application for sewer extension has been assumed for budget purposes.

The ENGINEER will submit the required amount of plans and supporting documentation to provide a complete permit application. The ENGINEER will respond to Requests for Additional Information (RAI) and address permitting agency review comments associated with this scope of services as appropriate. For all permits, except for FDEP, the CITY will be the applicant and provide signatures and any permitting fees if required. For FDEP permit the City of Naples will be the permittee. Any additional



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 12

permits, or permit applications required for the commencement of land disturbing activities not identified in this list are not included.

B. Meetings with Permitting Agencies

The ENGINEER will schedule and attend one (1) meeting with each governing agency to review comments and proposed responses prior to resubmittal.

Task 7 – PreBid (90%) Plan Package

Pre-Bid (90%) Plans shall be based on the Design Development (60%) Plans, CITY comments on the Design Development (60%) Plans, and review comments from the jurisdictional government (permitting) agencies. The Pre-Bid (90%) Plans will be submitted to the governing agencies for final approval. The ENGINEER shall finalize all designs for each component of the plans. At this stage the contract plans will be complete pending any further review comments from the CITY or other regulatory agencies

A. Pre-Bid Plan Phase Activities

The ENGINEER shall review comments received from the CITY and jurisdictional governmental (permitting) agencies on the Design Development (60%) Plans, incorporate comments into the plans as required and respond to them. Update to the plans will also include comments from a constructability review of the plans.

B. Specific and County Technical Provisions

The ENGINEER must develop engineering designs that can be constructed, controlled, measured and paid for under the CITY Specifications. In many instances these Specifications make reference to the current edition of the FDOT Standard Specifications for Road and Bridge Construction. In the event the work is not covered by the CITY Specifications, the ENGINEER must develop Supplemental Specifications to be made part of the construction contract for this project. The ENGINEER can obtain CITY procedural guidance to assist with the preparation.

The specifications shall also include construction standards for deck composition, screw types, bolt material, railing and cross section for the proposed fishing piers, boat ramp piers and boardwalk.

The CITY will issue a specification book to the ENGINEER to incorporate project specific information.

C. Bid Proposal Form/Opinion of Probable Cost (OPC)

The ENGINEER will prepare either pay items or other acceptable format Bid Proposal Form with adequate detail to properly evaluate Contractor bids. This format will be discussed in advance with the City.

1. Engineer's OPC: The opinion of probable construction cost will be updated as a part of this Task.
2. The ENGINEER shall coordinate with Public and Private utility companies to determine possible impacts



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 13

Task 8 – Bid (Construction) Phase (100%) Plan Package

Bid (100%) Plans shall be based on the Pre-Bid (90%) Plans, CITY comments on the Pre-Bid (90%) Plans, and any remaining review comments from the jurisdictional government (permitting) agencies. The Bid (100%) Plans include all bidding documents and all required updates and amendments required to incorporate resolutions of all written comments by the CITY, Permitting Agencies, and Utility Agencies

The ENGINEER shall finalize all contract documents and prepare the bid package:

- Update plans to include comments from constructability review.
- Prepare final specifications book as issued by CITY.
- Prepare final bid proposal form.
- Prepare final opinion of probable construction cost.
- Calculate contract time.

Task 9 – Bidding Services

This AGREEMENT includes the scope of services necessary to prepare the PROJECT for competitive bidding by construction contractors. It specifically does not include Construction Engineering Inspection (CEI) services or geotechnical materials testing during construction of the PROJECT. It is anticipated that a separate AGREEMENT for those services will be prepared at a future date.

A. Bidding Assistance

1. The ENGINEER will prepare and assemble construction bidding documents, including **specifications for the subject Work and the construction contract, based on "Standard General Conditions of the Construction Contract"** (EJCDC No. C-700, 2002 edition) prepared by the Joint Contract Documents Committee.
2. The ENGINEER will coordinate with City of Naples Purchasing staff to issue bid packages for the submittal of quotations to perform the work.
3. The ENGINEER will conduct one (1) pre-bid meeting with potential bidders.
4. The ENGINEER will reply to requests for information (RFI) from the contractors as coordinated through the CITY's Purchasing staff.
5. The ENGINEER will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. The ENGINEER will prepare a written summary of this tabulation and evaluation and attend one (1) Selection Committee meeting with representatives from City of Naples to discuss selection of the successful contractor.

PROVISIONS FOR WORK**A. Governing Regulations**

The services performed by The ENGINEER will be in compliance with all applicable CITY and FDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 14

1. Collier County/City of Naples Land Development Code.
2. FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, Green Book.
3. AASHTO's "A Policy on Geometric Design of Highways and Streets".
4. FDOT Design Standards.
5. FDOT Standard Specifications for Road and Bridge Construction.
6. Florida Manual on Uniform Traffic Studies (MUTS).
7. Manual on Uniform Traffic Control Devices (MUTCD).
8. AASHTO Guide for Bicycle Facilities Design.
9. FDEP guidelines (potable water and sewer design)
10. SFWMD/FDEP ERP guidelines.

B. Quality Control

The ENGINEER will be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services prepared by the ENGINEER and the ENGINEER'S sub consultants under this contract.

The ENGINEER will provide a Quality Control Plan ten (10) days after the official Notice-to-Proceed that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The ENGINEER will describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the as part of the ENGINEER's normal operation or it may be one specifically designed for this project.

C. Additional Services

At the CITY's option, the ENGINEER may be requested to provide miscellaneous design services which may include expert witness testimony, utility design, further environmental permitting (if required), plans update and post design services. The fee for these services will be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services will be executed at the appropriate time.

D. Submittals

The ENGINEER will provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Five (5) copies will be submitted to the CITY and additional copies will be submitted to the regulating agencies as required for review and approval.

1. 30% Plans and Calculations,
2. 60% Plans and Calculations,
3. 90% Plans and Calculations,



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 15

4. 100% Plans and Calculations
5. Cost Estimates at 30%, 60%, and 90% Plan Stages,
6. Presentation Graphics for City Council Meetings.

ADDITIONAL/OTHER SERVICES

A. Architectural Design – Café Building (Optional Task)

ENGINEER will contract with an architectural consultant to prepare design and construction documents for the Café building at the park. It has been assumed that the proposed building does not include kitchen services. These documents will be of sufficient detail for bidding, permitting, and construction of the building. This task shall include the following:

1. Program refinement and 30%/60%/90%/100% architectural design of 4500 SF Café Building (3600 SF under air).
2. Four (4) meetings with the Client.
3. Full MEP and structural design of building (**as a part of 'B' below**). This task assumes a "concession" type kitchen, and not a restaurant.
4. Permit drawings and agency coordination.

B. MEP and Structural Design Only – Café Building, Site Lighting, and Site Icon Feature

This Task assumes the Café building will be designed either an architectural consultant under sub-contract to the ENGINEER (Task "A" above), or by others (MHK). This task consists of MEP and Structural engineering services for the building, performance as a Sub-consultant to the ENGINEER as a part of this contract, in addition to other required site MEP and structural services, including site lighting, and "icon" structural design.

C. Surveying/Mapping Services

The ENGINEER will sub consult with a registered professional land surveyor ("LAND SURVEYOR") to provide surveying services that will supplement previous surveys completed for the CITY on the property as required for construction document preparation and permitting applications for the improvements. This task consists of a site topographic survey, a submerged lands survey at approximately 4 locations, and up to 4 easement/parcel descriptions. This Task also assumes the previous boundary and mean high water surveys are accurate and do not require updating.

D. Master Plan Implementation and Value Analysis

The ENGINEER will coordinate and collaborate with Stantec to facilitate final design consistent with the previously approved H2 Master Plan and community vision. Stantec will also assist the ENGINEER in analyzing design components for value provided toward master plan implementation for both initial and life-cycle cost. This analysis will be performed as a part of the 30% design phase of the PROJECT. Stantec will also attend design meetings at appropriate stages in support of this task, as follows:

- Kick-off and monthly team meetings.



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 16

- Design review meetings.
- Three (3) City Council workshops.

ADDITIONAL SERVICES

Payment for Additional Services

Any professional services not specifically listed in the above Scope of Services are not included in the contracted fees. Should the CITY desire any of these services, the ENGINEER will prepare a fee, scope and schedule for the work at the time the services are requested. These services could include:

- Construction phase services.
- Coordination with, or drawing changes required by a Construction Manager at Risk.
- Design of a full kitchen at the Café Building beyond a basic concession type facility.
- Meetings beyond those identified in the scope of services.
- Site art or artist coordination.
- Services provided beyond the 15 month± timeframe identified for design.

SCHEDULE

The ENGINEER will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services will be completed approximately Fifteen (15) months after Notice to Proceed is received unless there are delays outside of the ENGINEER's control, such as delays associated with unanticipated design or permitting issues, CITY requested design changes etc.

FEE

The ENGINEER will perform the services described in Tasks 1 through 9, (including direct expenses), and B-D, of the Scope of Services for a Lump Sum fee of \$1,231,667. In addition to the lump sum fee, noted above, an optional Task "A" has been included to provide full architectural design services for the Café Building, for \$90,000. A breakdown by Task is provided below.

Task	Description	Fee
1	Project Administration, Presentations, and Meetings	\$100,406
2	Site Horticultural Waste Reuse Environmental, Geotechnical Analysis and Permitting (Includes Sub-Consultant Fees for geotech, lab, and drilling)	\$308,620
3	Site Wetland and Coastal Environmental Review and Permitting (Sub-Consultant Fee)	\$ 37,500
4	Schematic Design (30%) Plan Package	\$166,229
5	Design Development (60%) Plan Package	\$175,083
6	Site/Civil Permit Application Packages	\$ 79,632
7	PreBid (90%) Plan Package	\$148,102
8	Bid (Construction) Phase (100%) Plan Package	\$ 74,145



City of Naples, Florida, June 6, 2016

Consulting Engineering Agreement: Baker Park Design and Permitting Services, Page 17

Task	Description	Fee
9	Bidding Services	\$ 18,307
	Direct Expenses	\$ 20,643
Additional/Other Services		
A	Architectural Design – Café Building (Optional Task)	\$ 90,000
B	MEP and Structural Design – Café Building & Site	\$ 61,000
C	Surveying/Mapping Services	\$ 22,000
D	Master Plan Implementation and Value Analysis	\$ 20,000

All permitting, application, and similar project fees will be paid directly by the CITY. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED:

CITY OF NAPLES
COLLIER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

Gary J. Nadeau, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: _____

M:\Marketing\Propose\City of Naples\Baker Park\Scope and Fee Discussion\Baker Park Scope_060316.docx

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

PROJECT FEES AND COST-TO-COMPLETES

Project Name: Baker Park
 Project Number: TBD
 Date Prepared: 6/6/2016
 Estimated By: DP/WDW/JP/DG

			Monthly Updates (Cost-To-Completes)		
			Initial Estimated Effort Req'd	Contract Amount (Fee)	[Mon-Yr] Effort Remaining % Complete
Labor Tasks:					
1	TASK 1 - PROJECT ADMIN & MEETINGS		\$100,406		\$100,406
2	TASK 2 - SITE HORT WASTE REUSE ENVIRO., GEOTECH ANALYSIS & PERMITTING		\$139,490		\$139,490
3	TASK 3 - SITE WETLAND & COASTAL ENVIRONMENTAL REVIEW & PERMITTING		\$0		\$0
4	TASK 4 - SCHEMATIC DESIGN (30%) PLANS PACKAGE		\$166,229		\$166,229
5	TASK 5 - DESIGN DEVELOPMENT (60%) PLANS PACKAGE		\$175,083		\$175,083
6	TASK 6 - SITE / CIVIL PERMIT APPLICATION PACKAGES		\$79,632		\$79,632
7	TASK 7 - PRE-BID (90%) PLAN PACKAGE		\$148,102		\$148,102
8	TASK 8 - BID (CONSTRUCTION) PHASE (100%) PLANS PACKAGE		\$74,145		\$74,145
9	TASK 9 - BIDDING SERVICES		\$18,307		\$18,307
10	TASK 10 - CM COORDINATION (Not Included)		\$0		\$0
11	TASK 11 - CONSTRUCTION PHASE SERVICES (Future Task)		\$0		\$0
Total Labor:			\$901,394	\$0	\$901,394
Expense Tasks:					
700	Direct Expenses				
801	Architecture (Sweet Sparkman)		\$20,643		\$0
802	MEP Bldg & Site (TLC)		\$90,000		\$0
803	Structural Bldg & Site (Wilbur)		\$39,000		\$0
804	Survey (Gaines)		\$22,000		\$0
805	Geotech (Geosyntec)		\$153,000		\$0
806	Environmental (Turrell Hall)		\$37,500		\$0
807	Pace Labs (Env Lab)		\$6,000		\$0
808	Preferred Drilling (Env Drilling)		\$10,130		\$0
809	Master Plan Coord., VE (Stantec)		\$20,000		\$0
888			\$0		\$0
Total Expenses:			\$420,273	\$0	\$0
Total Project:			\$1,321,667	\$0	\$901,394
			Effort Needed to Finish Project: % Complete:		

Shading indicates cells that require user input

Shading indicates cells that contain formulas that must be updated with correct worksheet names

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Baker Park
 Subtask ID: TBD
 Date Prepared: 6/6/2016
 Estimated By: JLD/EMD

Project Description:

Estimated Project Duration:
 Design, Permitting, & Bidding:
 months _____
 months _____
 months _____
 Total: 0 0 0

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Subtask Dependency	Assumptions	Team Working On It	Person Responsible	Principal P-8	Senior Princ P-7	Prof P-5/6	Senior Analyst P-3/4	Analyst P-1/2	Junior Analyst P	Designer D7	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
1	TASK 1 - PROJECT ADMIN & MEETINGS												24			
14	LA Task															
15	Scheduling / Status Reports / Budgeting / QA		SR - 1 HR per Month			15		15	2							
16	Coordination with Subs		41HR / Month					60	15							
17	Kickoff Meeting		Full Day + Prep			7		10	4				1			\$250
18	Progress Meetings		Monthly Meetings (15 Months) - 2 1HR Phone Calls													
19	Misc. Correspondence with City		Additional Site Meetings (6) LA & Civil			30		30								\$1,500
20	City Council Meetings		3 Meetings (10% / 60% / 90%)			36		36								\$750
21						21		21				10				
22	Misc Task Management/Coord							9	9							
23																
24	Civil Task															
25	Prepare Project Schedule							2								
26	Kickoff Meeting (includes agenda preparation, meeting minutes, etc.)							5	5							
27	Internal Team Meetings - weekly (includes agenda preparation)							20	25							
28	Progress Reports							6								
29	Coordination with Subs							60	15							
30	Monthly Progress Meeting Preparation (includes agenda preparation, meeting minutes, etc.)		4HR / Month													
31	Prepare Invoices							30					15			
32	Coordination Meetings (includes agenda preparation, meeting minutes, project updates, invoicing)							6								
33	Misc Task Management/Coord							25								
	Subtotal (Hours)					109	66	344	84	0	0	10	70	\$4,340	\$100,406	0
	Task Total (Dollars)					\$27,454	\$13,252	\$9,508	\$10,752	\$0	\$0	\$540			\$0	\$2,500
2	TASK 2 - SITE HORT WASTE REUSE ENVIRO., GEOTECH ANALYSIS & PERMITTING															
37	Reuse Evaluation Phase												24			
38	File review and meeting with the Client															
39	Meeting with FDEP Solid Waste						20	40					4			
40	Coordinate with Geotech						10	10								
41	Prepare work plan and submit to Client						4	4				4	2			
42	Layout Decision Units (DU) for Incremental Sampling Methodology (ISM) and groundwater monitoring wells						2	10				4	2			
43	Collect ISM samples						2	4				2				
44	Install groundwater monitoring wells						2	20		20						
45	Collect groundwater samples						2	2		10			2			
46	Prepare summary memorandum						2	2		8						
47	Groundwater Sample Kit						10	30		20			4			\$600
48	Soil Sample Kit															\$600
49	Travel															\$500
50	Evaluate extent of debris						2	10								\$2,000
51	Coordinate with KHA planner and civil staff on stormwater controls						4	10		10						
52	Coordinate with Geotech (Geosynthes)						10	10		4			2			
53	Coordinate with KHA planner and civil staff on grading						10	10		4						
54																
55	Design and Permit Phase															
56	Prepare Debris Relocation and Soil Management Plan						20	60					8			
57	Design dewatering treatment system and monitoring program						4	40		36			12			
58	Prepare Dewatering Plan						10	40		36			4			
59	Prepare IWW permit						4	16		8			2			
60	Prepare Health and Safety Plan						6	24		8			4			
61																
62	Observation, Testing, and Reporting															
63	Observation and Testing						20	90					10			
64	Prepare Final Report						20	40		30			8			
65	Equipment Rental															\$1,500
66	Travel															\$2,500
67																
68																
	Subtotal (Hours)					0	164	472	0	230	0	92	80	\$4,960	\$130,406	\$7,200
	Task Total (Dollars)					\$0	\$28,208	\$69,384	\$0	\$28,200	\$0	\$8,648	\$4,960		\$0	\$8,300

Duration: _____ months
Bidding: _____ months
Construction: _____ months
Total: 0 months

Page 2 of 6

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Baker Park
 Project Number: TBD
 Date Prepared: 6/6/2016
 Estimated By: JLD/EMD

Project Description:

Estimated Project Duration:
 Design, Permitting, & Bidding: _____ months
 Construction: _____ months
 Total: _____ months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Subtask Dependency	Assumptions	Team Working On It	Person Responsible	Principal P-3	Senior Prof P-7	Prof P-5/6	Senior Analyst P-3/4	Analyst P-1/2	Junior Analyst P	Designer D7	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (%)
135	City of Naples Pre-App							7	7							
136																
137	Illustrative Rendering Update							8	30							
138																
139																
140																
141																
Subtotal (Hours)																
5	TASK 5 - DESIGN DEVELOPMENT (60%) PLAN PACKAGE					71	72	161	453	150	0	399	26	1166,239	0	2250
145						\$14,626	\$12,384	\$23,667	\$57,984	\$18,450	\$0	\$37,506	\$1,612	\$166,239	\$0	\$2,588
146	LA Plans Prep															
147	Existing Conditions Plan															
148	Tree Mitigation Plans															
149	Lighting Plans															
150	Site Plan															
151	Landscape Plan															
152	Hardscape Plans															
153	Site Furnishings Layout															
154	Proposed Stormwater Management															
155	Proposed Detention															
156	Playground Equipment															
157	Playground Surfacing															
158	Playground Shade Walls															
159	Art Displays															
160	Pavilion															
161	Santas Terrace															
162	Waterfront Facilities															
163	Day Dock															
164	Boardwalk															
165	Fishing Piers															
166	Cunco / Kayak Launch															
167	Proposed Mangrove Trimming Areas															
168	Schematic Irrigation															
169	Structural Plans & Details (Day Dock / Boardwalk / Pier)															
170																
171	Civil Plans Prep															
172	Grading & Drainage Sheet															
173	Revise Grading Sheet															
174	Revise Grading Sheet															
175	Revise Paving Grading and Drainage Plan															
176	Revise Utility Plan															
177	Revise Detail Sheets															
178	QA/QC Plan Set Production															
179	Update Stormwater Calculations															
180	Grinder Station Design															
181	Update Utility Design															
182	Attend One City of Naples Review of 60% Plans to obtain comments															
183																
184																
185	OPQC Update															
186	QA/QC															
187	QA/QC															
188	QA/QC															
189	QA/QC															
190	QA/QC															
191	QC of Plans and QC															
192	Revisions per QC															
193	Submittal															
194																
195																
Subtotal (Hours)																
6	TASK 6 - SITE / CIVIL PERMIT APPLICATION PACKAGES					46	117	219	163	506	0	304	26	1166,239	0	2250
199						\$9,476	\$20,124	\$32,103	\$20,864	\$62,238	\$0	\$28,576	\$1,612	\$175,003	\$0	\$2,500

Estimated Project Duration:
Design, Permitting, & Bidding:
Construction:

I:\Marketing\ProposeCity of Naples\Baker Park\Scope and Fee Discussion\20160118 - Baker Park - Work Plan_6.6.16.xlsx.wks\Person-Hour Estimate

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Baker Park
 Project Number: 1600016
 Date: 6/6/2016
 Estimated By: JLD/UMD

Project Description:

Estimated Project Duration:
 Design, Permitting, & Bidding: _____ months
 Construction: _____ months
 Total: 0 months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Subtask Dependency	Assumptions	Team Working On It	Person Responsible	Direct Labor (Person-Hours)										Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
						Principal P-8	Senior Prof P-7	Prof P-5/6	Senior Analyst P-3/4	Analyst P-1/2	Junior Analyst P-1	Designer D7	KHA Labor Total		Support Staff C-5				
265	3D Model									4									
266	CAD Base Prep									9									
267	Sketchup									48									
268	Lumion																		
269	Exporting									4									
270																			
271																			
Subtotal (Hours)						50	45	200	330	256	0	243	66		0		\$2,000		
Task Total (Dollars)						\$10,200	\$7,240	\$37,000	\$42,400	\$31,448	\$0	\$22,842	\$4,092		\$0		\$2,000		
8	TASK 8 - BID (CONSTRUCTION) PHASE (100%) PLANS PACKAGE																		
275	LA Plan Revision																		
276																			
277																			
278	Civil Plan Revision																		
279																			
280	Finalize Specs and Technical Provisions																		
281	LA																		
282	Civil																		
283																			
284	EOPC Update																		
285	LA OPC																		
286	Civil OPC																		
287	QA/QC																		
288																			
289	QC of Plans and OPC																		
290	Revisions per QC																		
291	Submit																		
292																			
293																			
294																			
Subtotal (Hours)						30	2	127	164	122	0	120	27		0		\$2,000		
Task Total (Dollars)						\$6,180	\$344	\$18,669	\$20,993	\$15,506	\$0	\$11,280	\$1,674		\$0		\$2,000		
9	TASK 9 - BIDDING SERVICES																		
295	Pre Bid Meeting																		
296	Bid Review and Responses/Client & Bidder coord																		
300	Bid Tabulation & Recommendation																		
301																			
302																			
303																			
304																			
305																			
Subtotal (Hours)						12	0	39	50	18	0	0	24		0		\$0		
Task Total (Dollars)						\$2,472	\$0	\$5,733	\$6,409	\$3,214	\$0	\$0	\$1,488		\$0		\$0		
10	TASK 10 - CM COORDINATION (Not Included)																		
309																			
310																			
311																			
312																			
313																			
314																			
315																			
316																			
317																			
318																			
319																			
320																			
321																			
322																			
323																			
324																			
325																			
326																			
327																			
328																			

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Baker Park
Project Number: 1100
Date Prepared: 6/6/2016
Estimated By: JLD/EMD

Project Description:

Estimated Project Duration:
Design, Permitting, & Bidding: _____ months
Construction: _____ months
Total: _____ months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Subtask Dependency	Assumptions	Team Working On It	Person Responsible	Direct Labor (Person-Hours)										KHA Labor Total	Support Staff C-5	Designer D7	Junior Analyst P	Analyst P-1/2	Senior Analyst P-3/4	Prof P-5/6	Senior Prof P-7	Principal P-8	Computer Hours	Misc. Direct Expense (\$)
						Subtotal (Hours)	Prof P-5/6	Senior Prof P-7	Principal P-8	Senior Analyst P-3/4	Analyst P-1/2	Junior Analyst P	Designer D7	Support Staff C-5	KHA Labor Total											
329						Subtotal (Hours)																				
						Task Total (Dollars)																				
11	TASK 11 - CONSTRUCTION PHASE SERVICES (Future Task)																									
333																										
334																										
335																										
336																										
337																										
338																										
339																										
340																										
341																										
342																										
343																										
344																										
345																										
346																										
347																										
348																										
349																										
350																										
351																										
352																										
353																										
						Subtotal (Hours)																				
						Task Total (Dollars)																				

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 **Senior Vice President of the Kimley-Horn and Associates, 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 7th day of June, 2016.

By: 