

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

Bid/Proposal No. **16-032**

Clerk Tracking No. 16-00116

Project Name: **Stormwater Master Plan Update**

THIS AGREEMENT (the "Agreement") is made and entered into this **17th day of August 2016**, by and between the City of Naples, a Florida Municipal Corporation, (the "CITY") and **AECOM Technical Services, Inc.**, a Foreign Profit Corporation, authorized to do business in the State of Florida, whose business address is: 4415 Metro Parkway, Suite 404; Fort Myers, Florida 33916 (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 **Stormwater Master Plan Update** 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, registration, 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 including those requirements set out in ARTICLE FIVE, below.

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 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 October 31, 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 **\$304,874.00** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street S.; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONSULTANT shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

7.1. The CONSULTANT shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

7.2. In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

ARTICLE EIGHT SERVICES BY CONSULTANT'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONSULTANT's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONSULTANT, as independent CONSULTANT or

otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of the CONSULTANT's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONSULTANT.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONSULTANT or by any of the CONSULTANT's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONSULTANT's remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONSULTANT. In the event of such termination for convenience, the CONSULTANT's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination, but the CONSULTANT shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required

hereunder. The CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT's address of record:

AECOM Technical Services, Inc.
4415 Metro Parkway, Suite 404
Fort Myers, Florida 33916
Attention: **Ronald R. Cavalieri, P.E.**, Principal Engineer
FEI/EIN Number: On File

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

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONSULTANT assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in consultant's profession. CONSULTANT will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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

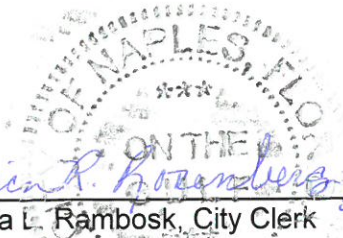
15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this 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:

By:


Patricia L. Rambosk, City Clerk

Approved as to form
and legal sufficiency:

By:

Robert D. Pritt, City Attorney

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By:

A. William Moss, City Manager

CONSULTANT:

AECOM Technical Services, Inc.
4415 Metro Parkway, Suite 404
Fort Myers, Florida 33916
Attention: **Ronald R. Cavalieri, P.E.**, Principal Engineer

By:

R. Cavalieri

Printed Name: **Ronald R. Cavalieri, P.E.**

Title: **Associate Vice President**

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

(CORPORATE SEAL)

Cherie C. Wolter

Witness

Cherie C. Wolter

Witness Printed Name

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

ATTACHMENT A-1**STORMWATER MASTER PLAN UPDATE
SCOPE OF SERVICES****Revised 7/29/2016****OBJECTIVE:**

Development of a clear, comprehensive, and forward-looking master plan (updated from April 2007) that encompasses the City of Naples's (CITY's) stormwater management program, presents a detailed investigation into key components of stormwater as it is related to the CITY, establishes goals and provides a foundation for future policy decisions. The final product will help the CITY guide its stormwater program for the next 10 or more years.

GOALS

The goals of the Stormwater Master Plan Update are: protection of the health, safety and welfare of CITY residents; protection of and improvement to the CITY's surface and ground water resources; protection of public and private property; protection and restoration of ecology, and planning wise and strategic investments into the stormwater management system

BACKGROUND

In 1996, a Stormwater Master Plan was prepared by CITY staff to outline a comprehensive program to identify and correct deficiencies in the existing systems to accommodate a practical level of service within available resources. In 1998, Camp, Dresser and McKee, Inc. (CDM) was hired to prepare an Assessment Report on Basin VI. In 2001, CDM was hired to prepare a Design Development Report for Basin III. In 2004, CDM was again hired to draft an Interim Report on Basin V. In February 2006, staff updated City Council on the status of the 1996 plan that included a \$42,635,000 program for capital improvements, and an Operation and Maintenance (O&M) Management Plan. That overview included a finance plan to increase the revenue from the Stormwater Utility fees.

Again in 2006, a Stormwater Master Plan update was performed that summarized past documents and efforts, outlined goals and objectives, and identified \$78 million worth of projects and programs, many of which have been implemented in the past 10-years. A result of the master planning effort was the modification of the Stormwater Utility Fee ordinance to allow credits to be issued for properties with certified stormwater management systems, and the fee raised from \$4 per ERU to \$10.40.

Ownership of Documents and Project Deliverables

All project documents and deliverables, including electronic files in native format, are considered to be owned by CITY as stipulated by the AGREEMENT. It shall be the responsibility of the CONSULTANT to deliver and upload all project electronic files with each submittal to the CITY as required by the CITY's project manager.

Each task identified in the scope of services contains a description of deliverables. However, the actual deliverable expectation is to provide the following deliverables, which will contain the deliverables for each task as follows:

- 30% Master Plan – At the 30% level, the table of contents for the plan will be developed, a bullet list of the information to be shown in each section will be developed, a list of the documents that have been reviewed and referenced for the document. Presentation will also be prepared.
- 60% Master Plan – At the 60% level, the table of contents for the plan will be developed, Tasks 0002 through 0007 close to their final form to be complete, and Tasks 0008 through 0013 will show bullet lists with draft recommendations. Presentation will also be prepared.
- 90% Master Plan – At the 90% level, entire document will be close to finalization. The CITY will review the document for omissions and errors to finalize to the 100% document. Presentation will also be prepared.
- 100% Master Plan – Final document and presentation.

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this scope of Services. The schedule shall be prepared in Microsoft Project, and it shall include a work breakdown structure (WBS) with sufficient decomposition to track progress of the work packages forming the scope of work. The preliminary schedule utilizes an estimated Notice to Proceed date based on best available information.

The CONSULTANT shall develop a final project schedule with the CITY's Project Manager within 5 business days after receiving the official Notice-to-Proceed (NTP) from CITY and prior to the CONSULTANT beginning work on all task and subtasks outlined below. The final schedule shall include review submittal timeframes, and other project activities as applicable. The final schedule shall be prepared in Microsoft Project. The CONSULTANT shall submit updated project schedules as indicated in the scope of services.

The CITY reserves the right to increase or decrease, or eliminate altogether, any of the tasks and subtasks outlined below in this task order.

Project:

On April 15, 2016, the City of Naples (CITY) requested qualifications and proposals to provide professional services necessary to update the CITY's Stormwater Master Plan that was last updated in April 2007. The objective is to develop a clear, comprehensive, and forward-looking master plan that encompasses the City of Naples stormwater management program, presents a detailed investigation into key components of stormwater as it is related to the City of Naples, establishes goals and provides a foundation for future policy decisions. The final product will help the CITY guide its stormwater program for the next 10 or more years.

CONSULTANT Technical Services, Inc. (CONSULTANT) was selected as the CITY's consultant to prepare the update to the Stormwater Master Plan.

Tasks:

A detailed description of the scope of services for the Stormwater Master Plan is provided below. The following tasks are based on the 2007 Stormwater Master Plan, the budget, and the objectives listed in the solicitation for qualifications:

Task 0001 – Project Management

Effective project management is the key to a successful project and includes project administration, project review meetings with the CITY and staff, project kick-off meeting, and project deliverable quality assurance and control (QA/QC) plan. The following services will be included:

1. General project administration includes project control and team coordination, including timely communication with CITY staff. Also, CONSULTANT will monitor progress of work on a weekly basis to monitor compliance with established schedule, budget and work quality requirements. In addition, sub consultant coordination is included in the project administration.
2. Due to the many elements that are needed to be reviewed and analyzed to produce a comprehensive master plan and the schedule, monthly meetings are proposed to coordinate with CITY staff to ensure that information is being conveyed to each party to produce a successful plan. This meeting will be conducted once a month by conference call. CONSULTANT will prepare meeting minutes and agendas for all the meetings and submit them to the CITY. In addition, there will be four (4) meetings for deliverable review at the 30%, 60%, 90%, and 100% deliverable stage.
3. Conduct a Project kick-off meeting upon receipt of Notice to Proceed. At this meeting, CONSULTANT will coordinate with the CITY to obtain the documents needed to be reviewed and incorporated into the Master Plan and meet with department staff.
4. Prepare for and attend two (2) City Council workshops at the 60% and 100% level.
5. Provide a lessons learned summary on the project management process of the Master Plan effort.

Deliverables:

1. Monthly project schedule updated in MS Project and PDF format along with a written summary of status of work and any actual of possible delays based on current observations and schedule review with CONSULTANT project team.
2. Monthly invoice with attached updated project schedule.
3. 30% detailed outline in both PDF and MS word files. The CITY shall provide its comments to the CONSULTANT within five (5) working days. CONSULTANT shall incorporate CITY's comments as needed and note the resolution of each on a document to be submitted with the 60% submittal.
4. 60% report supplementing the outline in PDF and MS word files. The CITY shall provide its comments to the CONSULTANT within ten (10) working days. CONSULTANT shall

incorporate CITY's comments as needed and note the resolution of each on a document to be submitted with the 90% submittal.

5. 90% report, with all chapters for Tasks 2-12 and including lessons learned, in paper, PDF and MS word files complete with CONSULTANT QC review sheet indicating staff members, which reviewed the document for technical data, grammar, and formatting. The CITY shall provide its comments to the CONSULTANT within ten (10) working days. CONSULTANT shall incorporate CITY's comments as needed and note the resolution of each on a document to be submitted with the 100% submittal.

CITY Responsibility:

1. Prompt review of schedule, invoices, and payment of accurate invoices.

Task 0002 – Information and Data Collection

CONSULTANT will meet with the CITY environmental, engineering, and administrative staff after review of data collected to ensure that all known documents and databases have been procured (see 0001.3). **Attachment A** lists the anticipated documents that will be needed for review, as well as the items that have already been delivered to CONSULTANT. CONSULTANT will review the CITY Stakeholder List and will also work with the CITY staff, especially the Stormwater Division and Natural Resources Divisions, to identify additional stakeholders from which relevant information may be obtained (see 0001.3). In addition, after reviewing the collected data, CONSULTANT will meet with CITY staff within the Stormwater Division and Natural Resources Division, including CITY environmental, engineering, and administrative staff, to discuss the CITY's Stormwater Management system and obtain system(s) information. This meeting is expected to be accomplished in one day. CONSULTANT will prepare a summary of the meeting activities and follow up with CITY staff on additional information.

In order to understand the CITY's existing system, the original Stormwater Master Plan from 2007, the Local Mitigation Strategy (LMS) Plan, the Flood Management Plan, NFIP CRS scoring, Comprehensive Plan, development codes, and related documents that have been prepared for the CITY since the 2007 update will be provided by the CITY. Also, basin studies that were developed prior to or after the 2007 update, will also be included in the collection of data. These documents will be collected from the CITY and distributed to CONSULTANT for review in either electronic or hard copy format. (see 0001.3).

In addition to published documents prepared for the CITY since 2007, other federal, state, and local agencies have produced documents related to the CITY, which could have an impact on the resources of the CITY. These other sources of information will be gathered for review on their impact to the storm water master planning effort and will be included within the reference documents. Some of those agencies include:

- Federal Emergency Management Agency (FEMA)
- U.S. Geological Survey (USGS)
- National Oceanic and Atmospheric Administration (NOAA)

- South Florida Water Management District (SFWMD)
- Florida Department of Environmental Protection (FDEP)
- Big Cypress Basin Board
- Collier County
- Southwest Florida Regional Council

A summary of the information to be compiled by the CITY is listed in **Attachment B**. Another source of data collection will be from the public. The CITY will collect information from the CITY's complaint database and determine which items are associated with stormwater issues (see 0001.3). The information from the database will be designated by issue whether it is flooding, water quality, service, etc. Based on the designation, the data will be placed on a GIS map to be used for analyzing those elements within the master plan. CITY will provide CONSULTANT with a copy of the GIS map on complaint database, which will be used for subsequent analysis.

The proposed master plan includes documentation of the CITY's existing stormwater facilities. Existing system documentation will be used to assist in determining the operations and maintenance activities and capital improvement projects are needed. CONSULTANT will utilize the CITY GIS and CAD files for analyzing the basins, operation and maintenance, and recommending capital improvement projects. The CITY will provide CONSULTANT with copies of the GIS and CAD files on CITY's infrastructure system, which will be used for subsequent analysis.

CONSULTANT, with assistance from the CITY, will identify capital Improvement projects listed within the 2007 Master Plan and compile a list of the capital improvement projects that have been constructed and those identified within the Capital Improvement Program to be constructed. These projects, along with any recommended but unfunded projects, will be identified in the analysis of the Capital Improvement Program under Task 0009. (see 0001.3)

CITY and Division budgets will be provided by CITY to CONSULTANT to assist in Task 0011 Stormwater and Natural Resources Division Review.

Lastly, information will be gathered pertaining to the hydrologic condition of the CITY. Information such as rainfall, tidal data, and groundwater levels will be obtained from published data. This information will be used under Task 0005 to describe the nine storm water basins within the CITY.

All of the information and data referred to above will be used under subsequent tasks to describe the existing condition of the CITY's stormwater system and will be used to further characterize each of the nine (9) Basins identified in the RFQ within the CITY, as well as provide the basis for all work in the proposed Master Plan.

Deliverables:

1. A Chart listing all documents and information groups obtained, with agency and

contact person, which provided the documents, or the website location of the cited document, the date obtained and the CONSULTANT staff member that sought out and obtained the data. CITY will provide CONSULTANT with a list of all documents and their source, which will be provided by CITY.

2. A chapter draft at (60%, 90, 100%) in MS Word and PDF summarizing the data and information collection process.
3. An approved final chapter

CITY Responsibility:

1. Submission of all agreed upon data within 10 days of contract award and before the scheduled kick-off meeting, or as otherwise agreed in the task order.
2. Attend all meetings requested within 10 days of request.
3. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
4. Provide a complaint database and GIS map of location of complaints with details pertaining to the complaint.
5. Provide the GIS layers of the basin delineations.
6. Provide CADD and GIS information concerning the CITY's stormwater infrastructure
7. Provide a list of Infrastructure Operated and Maintained by the CITY along with a map showing the location of the Infrastructure,
8. Provide the CITY's budgets for the Stormwater and Natural Resources Division.
9. Provide the Capital Improvements list from 2007 to present.
10. Provide list of all documents to be provided by the CITY

Task 0003 – Water Quantity

From the data collected in Task 0002, historical documentation will be reviewed and summarized as it pertains to water quantity. Water quantity will be analyzed for each of the nine (9) basins by examining the results of basin studies, examining the FEMA maps and NOAA Digital Coast mapping (results supplied by the CITY), reviewing location of complaints, and comparing to current level of service standards. First, CONSULTANT will evaluate each basin using the most recent LiDAR surface DEM, NOAA data, FEMA FIRM maps, and/or Collier County Letter of Map Change application to FEMA (provided by City). The CITY will prepare a GIS map to show the floodplain designations along with the basin boundaries to be used in the proposed Master Plan. In addition, the complaint records that are obtained during the data collection phase will be analyzed in each of the basins. These complaints will be identified by location, if the available information is provided, and overlaid on the most recent LIDAR topographic maps. The complaints will also be classified so that CONSULTANT can further understand the basin issues. Also, generic types of flooding will be described in a manner similar to the 2007 Master Plan.

CONSULTANT will review each of the available basin studies, and most recent USGS and SFWMD groundwater elevations in the region and document the results of the basin studies

and compare the results of any hydrologic and hydraulic modeling that was developed in the past with the level of service recommendations in current code..

Based on these results of the work above problem areas, cautionary statements, and recommendations will be made concerning water quantity issues.

Deliverables:

1. A list of documents reviewed (30%, 60%, 90, 100%) in MS Word and PDF.
2. A summary of the nine basins and problem areas, and an explanation of reasons for problems (60%, 90, 100%) in MS Word and PDF
3. An appendix section with mapping of problem areas using the NOAA Digital Coast tools (supplied by CITY) (60%, 90%, 100% in MS Word and PDF.
4. A GIS layer of all problem areas provided to City GIS staff and successfully uploaded into the City GIS system (90%, 100%) submitted in PDF and GIS File.
5. A GIS map indicating the floodplain designations along with the stormwater basin boundaries provided by the CITY to be inserted in the Master Plan (90%, 100%) in PDF and GIS File.
6. The Chapter draft at (60%, 90, 100%) in MS Word and PDF summarizing the work effort and detailing the results.
7. An approved final chapter.

CITY Responsibility:

1. Provide prompt review of submittals.
2. Adequate access to CITY GIS staff, and staff support for GIS data access.
3. Providing information on most recent LiDAR, NOAA, and Collier County Letter of Map Change application to FEMA.

Task 0004 – Water Quality and Ecology

Subtask 001 – Review of Existing Data

CONSULTANT will obtain, review and summarize documented changes in water quality of waters affecting the CITY of Naples. These waters include Waters of the State within the CITY as well as waters outside the CITY that discharge into the CITY. It also includes the CITY owned stormwater conveyances and lakes. Waters of the State within the CITY and/or affected by discharges from the CITY include Naples Bay, Moorings Bay, the Gordon River and the Gulf of Mexico. The review will focus on changes since the last Stormwater Master Plan Update of 2007, but will consider water quality data prior to 2007. Documented changes in the ecology of these water bodies, as well as changes in the ecology and water quality of the CITY's stormwater lakes will also be reviewed and summarized. CONSULTANT will summarize documented changes in economically and ecologically significant species such as crabs, shrimp, seagrasses, oysters, mangroves, and juvenile fish in Naples Bay.

Sources of water quality and ecological resources information may include the CITY of Naples Natural Resource Division, CITY of Naples Stormwater Division, Collier County, South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), National Oceanic and Atmospheric Administration (NOAA), United States Geological Survey (USGS), Rookery Bay National Estuarine Research Reserve, Conservancy of Southwest Florida, Southwest Florida Regional Planning Council, Florida Institute of Technology and any other publicly available sources of data. Documents to be reviewed may include, but are not limited to the documents listed in **Attachment A**.

CONSULTANT will acquire and consider more recent data, not evaluated by these published reports, from the CITY and from the FDEP STORET database. Based on the information obtained, CONSULTANT will identify the receiving and source stormwater systems within the CITY for each waterbody by drainage basin, using the original Roman numeral system instituted by the CITY. Sources of stormwater from outside the CITY that contribute to Naples Bay will also be characterized.

Information from above-cited documents will be summarized with respect to the relative significance of CITY stormwater to the total pollutant loadings from all sources to Waters of the State, and in particular to Naples Bay, from non-CITY sources. The role of excessive freshwater inputs to Naples Bay from the Golden Gate Canal on ecosystem changes in Naples Bay will be summarized as well evidence of effects of recent or planned actions intended to mitigate these effects. The proposed Master Plan will develop and summarize the CITY's strategies and role to further mitigate non-CITY sources of fresh water and pollutants. Once the information has been gathered and reviewed, a summary of the documented changes in water quality (of both receiving water bodies and stormwater generated by the CITY), ecology, and stormwater level of service will be produced as a deliverable to the project.

Subtask 002 – Regulatory Standards Affecting the Stormwater Management Plan

The proposed Master Plan will identify current water quality standards and potential future water quality requirements and/or ecosystem health issues that could affect stormwater management by the CITY over the next 10-year planning horizon. The role of state water quality standards (62-302 F.A.C.), impaired waters rule (62-303 F.A.C.), Total Maximum Daily Loads, Reasonable Assurance Plans, and Basin Management Action Plans will be summarized; and the status on Waters of the State under these existing and potential requirements will be specified. Observed trends summarized in Subtask 001 could lead to additional regulatory requirements in the future, and the proposed Plan will consider potential changes in regulatory status to ensure the Plan is robust in the face of regulatory uncertainty.

CONSULTANT will also recommend criteria against which water quality in the CITY's stormwater lakes could be evaluated. Criteria would include requirements for fecal

coliforms, dissolved oxygen, or other metrics that may indicate a public health concern, or other nuisance conditions that would reduce the amenity values of the CITY's stormwater lakes.

CONSULTANT will investigate publicly available information concerning the use of stormwater recharge wells and information that identifies the approximate delineation of permit-able stormwater recharge wells.

CONSULTANT will recommend projects within the Capital Improvement section of the report for any current or future Basin Management Action Plan(s) (BMAP), which will assist the City in applying for TMDL grants and achieving future TMDLs for receiving waters.

As a deliverable for this subtask, a technical memorandum will be prepared to detail the findings and assumptions for present and future regulatory standards.

Subtask 003 – Evaluation of the CITY's Water Quality Monitoring Program

Potential improvements to the water quality monitoring programs conducted by the CITY have been recommended (Naples Bay Monitoring Design, Recommendations for a Comprehensive Monitoring Program, August 2015). This report recommended modifications to the CITY's water quality monitoring of stormwater lakes, stormwater conveyances, and status and trends monitoring of waters of the State affected by CITY sources. The latter are used by FDEP to determine if state water quality standards are exceeded leading to additional regulatory actions. CONSULTANT will further evaluate those recommendations and solicit additional input from CITY staff to develop consensus on water quality monitoring of stormwater lakes and stormwater conveyances. The consensus program will be made part of the Stormwater Master Plan update.

Deliverables:

1. A summary of cited documents and its significance to the CITY stormwater utility/NPDES/MS4 programs (60%, 90%, 100%) in MS Word and PDF.
2. Proposed strategies to mitigate non-CITY sources of fresh water and pollutants (90%, 100%) in MS Word and PDF.
3. A GIS map and summary identifying the receiving and source stormwater systems within the CITY for each waterbody by drainage basin provided to City GIS staff and successfully uploaded into the City GIS system (90%, 100%) in PDF and GIS File.
4. A summary of the documented changes in water quality (of both receiving water bodies and stormwater generated by the CITY), ecology, and stormwater level of service (60%, 90%, 100%) in MS Word and PDF.
5. If publicly available, a map showing the general location of where stormwater recharge wells are permit-able in the City of Naples provided to City GIS staff and successfully uploaded into the City GIS system (90%, 100%) in PDF and GIS File.
6. Copy of the SFWMD Draft Salt Water Intrusion Lines Map for Collier County within the

City of Naples in MS Word and PDF.

7. A chapter summary and a technical memorandum to detail the findings and assumptions for present and future regulatory standards (90%, 100%) in MS Word and PDF.
8. A recommendation of proposed projects to implement for any future BMAP(s). (90%, 100%) in MS Word and PDF.
9. A map indicating areas of CITY which may be in a BMAP. (90%, 100%) in PDF.
10. A narrative of the consensus developed on water quality monitoring of stormwater lakes and stormwater conveyances (90%, 100%) in MS Word and PDF.
11. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
12. An approved final chapter.

CITY Responsibility:

1. Provide prompt review of submittals.
2. Attend all meetings or conference calls requested within 10 days of request.
3. Respond to questions from the Consultant promptly, and in a maximum of 5 days unless otherwise agreed to.
4. Any GIS information.

Task 0005 – Level of Service (LOS) Analysis

Subtask 001 – Water Quantity LOS

First, CONSULTANT will obtain the current level of service standards as defined by the CITY's Comprehensive Plan and Land Development Regulations. These standards will be compared to the results of the water quantity and quality assessment from Tasks 0003 and 0004. A summary will be prepared to illustrate where level of service standards are being met in each basin based on previous modeling information, if available, and topographic information from LIDAR or any other source that the CITY or County may have. Based on this review, CONSULTANT will provide insight and recommend whether the current level of service should remain the same or change for future conditions. This task does not include hydrologic and hydraulic (H&H) modeling.

Subtask 002 – Water Quality LOS

Based on the information gathered and analyzed, water quality for each of the nine (9) basins will be reviewed to determine if level of service for those basins need to be changed in order to meet water quality requirements of the receiving water bodies. This effort will provide the CITY with a comprehensive review of each basin. In addition, the CITY's existing regulations in relation to water quality will be reviewed to determine if changes are needed in order for the CITY to meet water quality standards. This task assumes the City will provide a database of stormwater Capital Improvement Projects (CIPs) currently in place in each basin along with a description for each project in sufficient detail to support conceptual level cost estimating.

Deliverables:

1. A summary of opportunities to enhance water quality through development criteria (90%, 100%) in MS Word and PDF.
2. Level of service recommendation for basins to meet water quality requirements of the receiving water bodies (90%, 100%) in MS Word and PDF.
3. Recommendations of policy changes needed in order for the CITY to meet current and future water quality standards (90%, 100%) in MS Word and PDF.
4. A summary determination of whether water Quantity level of service standards are being met in each basin (60%, 90%, 100%) in MS Word and PDF.
5. Recommendation on whether water quantity level of service should remain the same or change for future conditions including build-out and sea level rise (90%, 100%) in MS Word and PDF.
6. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
7. An approved final chapter.

CITY Responsibility:

1. Provide prompt review of submittals.
2. Attend all meetings or conference calls requested within 10 days of request.
3. Respond to questions from the Consultant promptly, and in a maximum of 5 days unless otherwise agreed to.

Task 0006 – Regulatory and Development Code Review

CONSULTANT will perform a review of CITY land development codes, Comprehensive Plan, CITY ordinances, stormwater utility codes and policies related to stormwater management, including considerations for seawall heights as part of Task 0007 sea level rise mapping review. CONSULTANT will identify inconsistencies and gaps and make recommendations to enhance long term water quality and stormwater management along with determining if changes are needed to advance the NFIP CRS standing for floodplain management. The CONSULTANT will hold a conference call with CITY Planning and Building department staff and then identify opportunities to improve and position the CITY for future flood mapping, flood insurance reform and protection from flood events.

In addition, CONSULTANT will review the CITY's NPDES MS-4 Permit and program elements to determine how permit conditions are being met. CONSULTANT will provide recommendations for changes or modifications that should be developed for consideration, particularly as it relates to public education, source control, development requirements, and revenue generation for stormwater projects and programs over the next 10-years.

CONSULTANT will also evaluate the CITY's regulatory standards for private development projects regarding stormwater water quality and identify opportunities to enhance water quality through development criteria.

Deliverables:

1. The CITY will prepare a process chart of stormwater and flood plain management review and inspection to be included in the Master Plan and CONSULTANT will summarize any recommended changes (60%, 90%, 100%) in MS Word and PDF.

2. A summary of recommendations for modifications to public education, development regulations, CITY Comprehensive Plan, select CRS credits and related policies will be provided for consideration in MS Word format. (90%, 100%) in MS Word and PDF.
3. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
4. An approved final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals
4. Provide a process chart of the stormwater and flood plain management review and inspection process.

Task 0007 – Sea Level Rise and Resilience

CONSULTANT will review mutually agreed upon local and regional guiding documents and resilience plans from other Florida coastal communities to identify adaptation strategies applicable to the CITY of Naples. The findings from this review along with recommendations will be summarized for inclusion in the stormwater masterplan to enhance stormwater quality and quantity management. Attention will be given to strategies that integrate natural systems, offer co-benefits to the community and enhance current CITY stormwater operations and environmental protection efforts.

CONSULTANT may use NOAA Digital Coastal and other Office of Coastal Management products for inclusion in the analysis.

The analysis will include a desktop research of local and regional resilience strategies, as applicable, related to resilient stormwater management; The research will include the following entities:

- Collier County LMS
- Southwest Florida Regional Planning Council
- Tampa Bay Regional Planning Council
- St. Petersburg
- Sarasota County
- Lee County
- Punta Gorda
- Southeast Florida Regional Climate Compact
- City of Fort Lauderdale Draft EAR and Adaptation Action Areas program
- Monroe County proposed Comprehensive Plan Amendments
- National Climate Assessment, 2013

CONSULTANT will evaluate strategies for applicability in the CITY and summarize

recommendations with a focus on stormwater management and tidal flooding.

CONSULTANT will summarize the long term impact of sea level rise on SFWMD water discharges in the CITY and their possible impacts on the CITY. The City provided sea level rise inundation mapping will be revised for considerations regarding locations for which pervious pavement, stormwater inlets without tide valves, and bio-swales are not recommended.

The desktop review of sea level rise projections and SFWMD guidance documents will be performed in collaboration with Task 0005 regarding the Stormwater Management Level of Service analysis.

Deliverables:

1. Preparation of single summary report, as chapter of the Master Plan update, that combines findings from review of sea level rise and climate related documents including the 2013 National Climate Assessment, SE FL Regional Climate Compact SLR projections, 2011 SFWMD climate change report and includes description of inundation map provided along with general vulnerabilities. (60%, 90%, 100%) in MS Word and PDF.
2. Creation of one (1) sea level rise flood hazard scenario inundation map based on CITY provided GIS layer and LiDAR surface topography map. Inundation map to be provided to City in PDF format with associated GIS layer data file(s) where applicable. (90%, 100%)
3. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
4. An approved final chapter.

CITY Responsibility:

1. Provide prompt review of submittals.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide mapping for task.

Task 0008 – Best Management Practice (BMP) Review

CONSULTANT will review and build upon the CITY's current literature on best management practices (BMPs) within the CITY's Stormwater Management Manual. CONSULTANT will evaluate up to five agreed upon Green Infrastructure (GI) and Low Impact Development (LID) BMPs for its applicability in the CITY, for each of their contributions towards meeting stormwater quality and quantity goals, and for each of their co-benefits for local ecology and bio-diversity. A matrix will be developed as an implementation guide including various metrics for each BMP such as retrofit opportunities, benefits, potential constraints, siting applications, and general performance criteria. Current guiding documents including USGBC LEED, US EPA and regional guiding documents such as Sarasota County will be considered during the review. The evaluation

will also evaluate the applicability of the matrix inclusion in the Land Development Code.

Deliverables:

1. A matrix of 5 BMP's listing retrofit opportunities, benefits, potential constraints, siting applications cost, and general performance criteria. (30%, 60%, 90%, 100%) in MS Word and PDF.
2. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
3. An approved final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals

Task 0009 – Capital Improvements Program

After reviewing the collected documents and information, CONSULTANT will summarize the last 10-years of project and program accomplishments, set-backs, and continued challenges. A summary of accomplishments in chart format will show each project with its funding allocations and quantified benefits. Any set-backs that are discovered will be listed with a summary of their impacts to the environment and/or regulatory standards.

Based on the review of the documents, CONSULTANT will identify capital improvement needs based on a 10- year time frame and recommend projects based on five (5) year increments. These projects will include engineer's estimate of probable construction costs, engineering, construction management and inspection, contingency, and operation and maintenance and estimate the project life cycle (similar to the 2007 Master Plan methodology). Construction cost estimates will be based on AACE conceptual Level 4. The projects will also include time requirements, cost to benefit ratio and priority ranking. The cost to benefit analysis will be completed with the same methodology used in the 2007 Master Plan.

Up to nine (9) projects will be developed to a conceptual level based on level of service and the water quantity and quality analysis. This process will involve examining each basin along with the receiving water bodies to determine possible CITY projects to be placed in the capital improvement plan over the next 10 years. Once potential projects are identified (more than 9 may be identified, but up to 9 will be developed) and agreed upon with the CITY, CONSULTANT will develop conceptual plans for nine projects. Each plan will include a cost to benefit analysis. Potential projects will focus on reducing runoff rates and increasing storage volumes and residence times within the basin in order to reduce pollutants of concern.

By definition, a stormwater Best Management Practice (BMP) is a control technique used for a given set of conditions to achieve stormwater quality and water quantity

enhancement at a minimum cost. Potential projects will be evaluated and prioritized based on cost-effectiveness and ability to meet City primary objectives including flood mitigation and pollutant load reduction identified as causing water quality impairment. Therefore, potential projects will be prioritized based on their potential to reduce the pollutant of concern for that basin (tons/yr.) divided by the Net Present Worth cost of the project. Additional evaluation factors will also be considered:

- Pollutant load reduction per Net Present Worth cost

Land required and availability

- Projects on public lands are strongly preferred
- The cost of land acquisition would be included in project cost, while the opportunity cost of devoting land for this purpose rather than other desirable uses will be considered, even on public lands
- Feasibility, primarily permit-ability but also preference for proven technologies
- Priorities of the CITY of Naples and community acceptance
- Maintenance and operations costs
- Available funding sources and grant programs

Load reductions will be estimated using procedures that have been implemented on similar projects. These procedures utilize the EMC method, which are recommended by FDEP and USEPA in the following reports and guidance documents:

- Stormwater Best Management Practices Performance Analysis, prepared for USEPA, 2010.
- Stormwater Best Management Practice Design Guide, USEPA, 2004.
- Methodology for Calculating Nutrient Load Reductions Using the FSA Assessment Tool, FSA and FDEP, 2012.
- Guidance Manual for Implementing Municipal Storm Water Management Programs, USEPA, 1997.
- Nonpoint Source Components of Total Maximum Daily Loads, FDEP, 1998.
- Florida Nonpoint Source Management Program Update, FDEP, 2000.

CONSULTANT will work with the CITY to develop project selection criteria based on CITY priorities and objectives. The steps that will be taken to identify potential projects for water quality and water quantity improvement include:

- Create a water quality model using an EMC and land use based analysis. The water quality model will be based on a static, Excel spreadsheet analysis tool.
- Estimated water quantity improvements will be based on qualitative review of available information. An H&H model will not be used to quantify water quantity impacts.
- Review nutrient loadings and basin hot spots to determine properties and locations to implement BMPs,
- Select conceptual BMPs applicable to each location and determine the percent reduction in nutrient loading based on implementation,
- Review and discuss conceptual BMPs with the CITY to get feedback,

- Update the projects and proposed sites based on CITY input, and
- Finalize the water quality model and load reductions per site based on adjusted projects and locations

Analysis documenting the potential projects and the paring down of the projects to 9 feasible projects for development of conceptual plans will be documented in the Stormwater Management Plan.

CONSULTANT will produce preliminary cost estimates for each proposed BMP project, in order to complete a cost benefit analysis of the projects. Once the up to nine (9) proposed selected projects are selected, conceptual level design information related to appropriate pipe sizes, ditch dimensions, berm heights, and other features will be evaluated. Estimates of earthwork quantities will also be obtained. A spreadsheet will be created with a line item for each project element and its associated components. Conceptual level unit prices will be determined through a variety of sources including RSMeans, construction cost data from prior projects, and FDOT 1 Month Moving Statewide Averages. If needed, quotes can also be obtained from local vendors and manufacturers. Other information to be included in the cost benefit analyses is the required maintenance of each BMP, life expectancy of each BMP, and property acquisition costs, as required. Once determined, the total cost for each proposed BMP is then divided by the estimated quantity of nutrient removal to obtain an efficiency for each recommended BMP (i.e., total \$/lb. of phosphorus removed). This will allow the CITY to compare the efficiency of each BMP based on the benefit that the total watershed will receive. The cost benefit analysis of the selected conceptual projects will be documented in the Stormwater Management Plan.

A meeting will be scheduled with CITY staff to review the projects.

The deliverable for this task is a 10 year Capital Improvement Program that the CITY will utilize in its planning and funding efforts.

Deliverables:

1. Summarize the last 10-years of project and program accomplishments (between 30% and 60%) in MS Word and PDF.
2. Provide a chart of capital projects.
3. Hold a telephone conference with staff to provide an overview of potential projects and seek input as to the feasibility of projects (between 30% and 60%).
4. Identify capital improvement projects for a 10-year period and recommend nine (9) projects for development of conceptual plans. (60%, 90%, 100%) in MS Word and PDF.
5. Provide conceptual plans for nine projects with cost/benefits analysis and storage volumes within identified basins (60%, 90%, 100%) in MS Word and PDF.
6. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
7. An approved final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals

Task 0010 – Funding

CONSULTANT through its subconsultant, Angie Brewer and Associates (ABA), will evaluate funding options for the stormwater program. Two subtasks are developed for this task: funding strategies and stormwater rate evaluation.

Subtask 0001 – Funding Strategy Services

After reviewing the funding sources and strategy documents provided by the CITY, and elements proposed in the stormwater master plan, which will require funding, CONSULTANT will identify further data required and request it from the CITY, and other sources as needed. Information requests will be prepared and submitted to the CITY Project Manager, and other sources. A n observation of the overall status of outside funding sources will be made that will include p a s t , current, and future funding efforts.

A review of the proposed CIP will be made and recommendations for potential funding sources will be made including grants, public private partnerships (PPP), bonding, and loan funds. The details of each source including proposed funding cycles, potential amounts, and the City's ability to meet eligibility requirements will be provided. Detailed information illustrating the steps, timing, and CITY, staff, and/or consultant resources and estimate of the budgetary impacts necessary to obtain the funding will be included.

Subtask 0002 – Rate Evaluation

After reviewing the CITY stormwater ordinance and budget, CONSULTANT will identify any further data required and request such information from the CITY and other sources as needed. CONSULTANT will evaluate the current utility rate structure including development review and connection fees, and determine if the rate structure will support the proposed 10-year CIP and operations and maintenances recommendations. Research will be performed to evaluate up to four (4) other stormwater rate structures presently in use in Florida, in cities of similar size, and recommend any alternative or alternative or additional rate or funding methodologies.

Deliverables:

1. An updated matrix of potential grant programs.
2. A proposed Funding Strategy for all recommended CIPs.
3. A written evaluation on the City's current rate structure and its ability to support the recommended CIPs and estimated operations and maintenance cost. The Evaluation will include a review of other stormwater rate structures for up to four similarly sized systems.
4. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.

5. An approved final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals

Task 0011 – Stormwater & Natural Resources Divisions Review

CONSULTANT proposes to conduct one meeting on the same day with both the Stormwater and Natural Resources Divisions to obtain background information on each division's mission, goals, and objectives. In addition, CONSULTANT will obtain from the CITY information pertaining to division budgets including how operation and maintenance, capital improvements, and programs are funded.

Based on the initial meeting and research, CONSULTANT will consider strategies to more effectively deliver services projects and programs as well as other Division improvements in an effort to align resources with the mission and goals of each Division and the CITY and project and program goals proposed in the Stormwater Master Plan. Improvements may include management strategies, staffing levels, and budget allocations (by line item).

A written management evaluation will be prepared to present CONSULTANT's findings and recommendations. A joint meeting with both divisions will be held to present the results and receive further input from staff before finalizing the master plan update.

Deliverables:

1. Minutes from meetings submitted within 5 days of meetings.
2. A written draft management evaluation of the stormwater program and Natural Resources Division (prior to 90%) in MS Word and PDF
3. A draft memorandum of recommendations (90%) in MS Word and PDF.
4. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
5. An approved final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals.

Task 0012 – Operational Strategies

In order to evaluate the CITY's current operational strategies, CONSULTANT will meet with the Stormwater Operations Manager and CITY staff to understand how the CITY currently maintains its stormwater infrastructure. CONSULTANT will obtain an

inventory of the stormwater infrastructure that is currently being maintained and a list of the labor, equipment, materials and other expenses currently utilized on the maintenance of the facilities. CONSULTANT will review the current stormwater maintenance zones and protocols for controlling water elevations in the CITY operated stormwater lakes (to reduce risk before storm events). CONSULTANT will provide a recommendation of changes that may assist the CITY to deliver services more economically, or better maintain and report on the current systems.

Deliverables:

1. Meeting minutes (within 5 days of meeting and at 30% submittal) in MS Word and PDF
2. A management evaluation of the stormwater program assets and O&M processes (60% and 90%) in MS Word and PDF.
3. A recommendation concerning system cleaning and operational needs and the current budget (90%, 100%) in MS Word and PDF.
4. A recommendation on use of tidal valves, and the possible need for specific minimum seawall elevations or other improvements due to sea level rise (60%, 90%, 100%) in MS Word and PDF
5. The Chapter draft at (60%, 90%, 100%) in MS Word and PDF.
6. An approved final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals.

Task 0013 – Public Involvement

Public involvement includes communicating to all interested persons, groups, government organizations, and committees, information regarding the development of the project. CONSULTANT through its subconsultant Cella Molnar & Associates, Inc. (CMA) will provide to the CITY administrative and artistic services to present and document community and leadership stakeholder involvement during the Stormwater Master Plan project. CONSULTANT will meet initially with the CITY to strategize together on project planning with regards to the public and affected parties. Both will coordinate activities so that the CMA may pro-actively notify the public of activities.

Subtask 0001 - Initial Public Involvement

The City will provide CONSULTANT a stakeholder list for use in developing a comprehensive mailing and email database for interested parties. It will include all known Homeowners Associations and civic organizations and other community contacts. CONSULTANT will work with City Clerk and Assistant Public Information Specialist to seek out additional stakeholders and advertising requirements for public meetings. CONSULTANT shall seek email addresses, mailing addresses or phone numbers for agencies or

individuals in the data base or requested to be on the data base. The databases will be added to or updated on an as-needed basis by CONSULTANT. Notifications to elected officials government agencies and other public officials will be made through email.

Subtask 0002 – Public Meeting

CONSULTANT anticipates conducting one (1) public meeting. The public meeting will be conducted at the beginning of the project to collect data and solicit input from the public on development of the Stormwater Master Plan Update.

CONSULTANT through CMA will investigate potential meeting sites to advise the CITY on their suitability. The CITY will pay all costs for meeting site rental. Press releases for the media and public meeting advertisements in the Naples Daily News regarding the public meetings will be prepared by CONSULTANT, approved by the CITY and sent by CONSULTANT.

CONSULTANT through CMA will prepare the necessary materials for use in the public meeting including hand-outs, scripts, agenda, graphics for presentation (to be mounted on boards), briefing and debriefing of CITY staff, displays of plans and report(s) for the public display, etc.

In preparation for the meeting, CONSULTANT will prepare a newsletter and flyer for distribution to elected officials and public officials during preliminary briefings. The newsletter will be available at the public meeting. The draft products will be submitted for approval by the CITY 10 days prior to briefing meeting with staff and final products presented complete 5 days prior to the scheduled briefings.

CONSULTANT through CMA will schedule and attend one public meeting, providing meeting setup and breakdown. CONSULTANT will also prepare a summary of the public meeting and back up, which includes copies of all materials shown or provided at the public meeting. The backup will also include a listing of all written comments made during or after the meeting (up to 5 days after) and any City or CONSULTANT responses to those comments.

Subtask 003 – Public Inquiries and Involvement Records

CONSULTANT will maintain an inquiry log, which will include all letters, phone calls and email inquiries made by interested stakeholders. This log will be monthly and provided to the CITY monthly. This log will include a “resolved” comment for those inquiries that are duly addressed. Public comments and recommendations will be recorded as part of the final public involvement record.

CONSULTANT will also maintain a project binder to document all public Involvement related activities that were completed during the course of the project. This binder will house items, which may include but are not limited to completed meeting collaterals, meeting notes or

summaries, mailing lists, inquiry log, and any correspondence relevant to project public involvement including comments made to the community during the project.

Deliverables:

1. Public Involvement Plan (30%) in MS Word and PDF
2. Contact Data base (30%, 90%, 100%) in MS Word and PDF
3. Draft Flyer and meeting materials prior to meeting (30%, 60%, 90%, and 100%) in MS Word and PDF
4. Minutes from one (1) public meeting (30%, 60%, 90%, and 100%) in MS Word and PDF
5. Inquiry and resolved comment log (monthly and 60%, 90%, 100%)
6. Draft chapter summarizing public involvement and comments (90%, 100%) in MS Word and PDF.
7. Public involvement binder
8. An approved public involvement final chapter.

CITY Responsibility:

1. Attend all meetings or conference calls requested within 10 days of request.
2. Respond to questions from the CONSULTANT promptly, and in a maximum of 5 days unless otherwise agreed to.
3. Provide prompt review of submittals within 3 days.
4. Approve the number and type of meeting materials and promotional items 15 days prior to events.

Assumptions:

1. Services not included in the scope of services:
 - a. Hydrologic and hydraulic modeling
 - b. Dynamic pollutant load modeling. However, a static Excel spreadsheet water quality model is included.
 - c. Groundwater modeling
 - d. Stormwater Utility Rate Study. Should the CITY decide to raise or lower the customer Stormwater rates, a traditional rate study would be required.
 - e. Environmental and Biological Services
 - f. Construction Plans and Specifications
 - g. Vulnerability Assessments

Should the CITY choose these additional services, they can be provided for additional fee.

2. The CITY will provide all documents and information necessary to be included in the stormwater master plan.
3. The CITY will provide CADD files and GIS files of the CITY's facilities and CITY owned land. CONSULTANT is not anticipating updating these files to reflect current conditions, but using them as a source of data and modifying them for presentations maps, figures, or new GIS map files.

Requirements:

1. CONSULTANT shall not use consultant or sub consultant logos on maps, or figures, or within the report.
2. CONSULTANT shall not use consultant or sub consultant logos on maps, or figures, or on public display or meeting material unless approved by the CITY.

ADDITIONAL SERVICES

If authorized in writing by the CITY, and as an approved amendment to this Scope of Services, the CONSULTANT shall furnish, or obtain, additional services of the types listed in the MASTER AGREEMENT. The CITY will pay for these services at the hourly rate stipulated in the MASTER AGREEMENT.

CONSULTANT'S fees are based upon an assumed level of services necessary for completion of the tasks described. Additional and/or expanded scope could result in additional fees. These include additional presentations, meetings with community, research or collection of data other than what is readily available or described above.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 13 within 365 days of the written Notice to Proceed, as denoted by the Project Schedule included in **Exhibit A**. Actual dates shall be determined based on the actual Notice to Proceed date.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

CITY will only process CONSULTANT's pay application requests by percentage of task completed, accepted by CITY, and delivered to CITY as described in the scope of service services.

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit B** attached hereto and made a part hereof this task order. Pay applications requests shall be prepared with the approved CITY's pay application request format. The CONSULTANT shall submit the pay application request to the CITY's project manager for review and approval. Once the CITY's project manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's account payable department via mail or e-mail. Pay application requests shall be submitted monthly.

CONSULTANT shall submit the following back up documentation with each pay application request(s):

- A task order progress report noting work completed, pending, risks, issues or input needed from CITY.
- Schedule of proposed and actual work

TERMS OF COMPENSATION

Services will be provided on a time and material basis for the following Not-to-Exceed amounts:

	Task Title	Labor Fees		Total	Payment Method
		Consultant	Subconsultant		
1	Project Management	\$19,891	\$8,554	\$28,445	Not to Exceed
2	Stormwater Information/Data Collection	\$24,264	-	\$24,264	Not to Exceed
3	Water Quantity	\$30,227	-	\$30,227	Not to Exceed
4	Water Quality and Ecology	\$4,703	\$13,058	\$17,761	Not to Exceed
5	Level of Service Analysis	\$11,069	\$5,468	\$16,537	Not to Exceed
6	Regulatory and Code Review	\$29,486	-	\$29,486	Not to Exceed
7	Sea level Rise and Resiliency	\$20,986	-	\$20,986	Not to Exceed
8	Program and Policy	\$21,046	-	\$21,046	Not to

	Improvements				Exceed
9	Capital Improvements Plan	\$31,997	\$19,446	\$51,443	Not to Exceed
10	Funding	\$3,172	\$12,160	\$15,332	Not to Exceed
11	Stormwater & Natural Resources Divisions Review	\$18,393	-	\$18,393	Not to Exceed
12	Operational Strategies	\$7,601	-	\$7,601	Not to Exceed
13	Public Involvement	\$3,438	\$17,415	\$20,853	Not to Exceed
	Reimbursables	\$2,500	-	\$2,500	Not to Exceed
TOTAL				\$304,874	Not to Exceed

CITY CONTACTS

Requests for payments shall be directed to City of Naples Accounts Payable via mail/e-mail after getting approval from the CITY's Project Manager. All other correspondence and submittals shall be directed to the attention of Annalise Mannix, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Gregg Strakaluse, PE
Streets and Stormwater Director
City of Naples
295 Riverside Circle
Naples, FL 34102
(239) 213-5003
gstrakaluse@naplesgov.com

Annalise Mannix, PE, PMP
Transportation Planning Engineer
City of Naples
295 Riverside Circle
Naples, FL 34102
(239) 213-5004
amannix@naplesgov.com

CONSULTANT CONTACTS

Amy E. Eason, PE
Client Services Manager
CONSULTANT
2090 Palm Beach Lakes Blvd.
Suite 600
West Palm Beach, FL 33409
(561) 684-3375 (Phone)
(561) 689-8531 (Fax)
amy.eason@CONSULTANT.com

Ronald R. Cavalieri, PE, BCEE
Project Director/ Point of Contact
CONSULTANT
4415 Metro Parkway, Suite 404.
Fort Myers, FL 33916
(239) 278-7996 (Phone)
(239) 278-1093 (Fax)
Ron.cavalieri@CONSULTANT.com

ATTACHMENT A – Documents to be reviewed by CONSULTANT

- 2007 Stormwater Master Plan Update
- CITY of Naples, Basin V Stormwater System Improvement Plan, Phase I: Basin Assessment and Conceptual Improvement Plan, November 2005
- SFWMD, Naples Bay Surface Water Improvement & Management Plan Reconnaissance Report, February 2006
- SFWMD, Naples Bay Surface Water Improvement & Management Plan, January 2007
- CITY of Naples, Feasibility Study for Basin III Stormwater Management System Improvements and Broad Avenue Linear Park, August 2007
- Florida Department of Environmental Protection, TMDL Report, Dissolved Oxygen TMDL for the Gordon River Extension, WBID 3278K, August 19, 2008
- CITY of Naples Stormwater Quality Analysis, Pollutant Loading and Removal Efficiencies, January 2012
- CITY of Naples Stormwater Lakes Management Plan March 2012
- CITY of Naples, A Twenty Year Plan (and visionary guide) for the Restoration of Naples Bay, 2013
- CITY of Naples, Bathymetry and Sediment Characterization of the Lake Manor, July 2013
- CITY of Naples, Semi-Annual and Quarterly Stormwater Infrastructure Monitoring Final Report, January 2013
- CITY of Naples, Semi-Annual and Quarterly Stormwater Infrastructure Monitoring Final Report, March 2014
- FDEP, Everglades West Coast Group 1 Basin/South District Verified List of Impaired Water Bodies, 2014
- Natural Resources Division FY 2014-2015 Annual Report
- Naples Bay Monitoring Design, Recommendations for a Comprehensive Monitoring Program, August 2015
- CITY of Naples, Naples Bay Water Quality and Biological Analysis Project, August 2015
- CITY of Naples, Interim Basin III Design Development Report, February 2001
- Stormwater Standards Handbook
- Neighborhood Guide to Stormwater Systems
- All About Swales
- CITY of Naples Conceptual Planning Level Analysis of ASR Stormwater Transmission Main and Pump Station Upgrades Final Report Dated April 5, 2013
- FINAL Technical Memorandum on Beach Stormwater Outfall Alternatives Preliminary Assessment April 2013
- FINAL Technical Memorandum on Beach Stormwater Outfalls Hydrologic and Hydraulic Modeling for Existing Conditions November 2012
- 2002 Beach Outfall Report (Appendix A from Collier County Beach Restoration Project)
- 2009 Naples Beach Outfalls Conceptual Stormwater Analysis
- 2010 Coastal Impact Assessment Report Cover Letter & Report (CIAR)
 - CIAR-Appendix A
 - CIAR-Appendix B

- CIAR-Appendix C
 - Central Avenue Improvements 2015 – Bid Plans/Drainage Calculations
 - Cove Pump Station Outfall Project – Progress Drawings/Calculations
 - CITY of Naples Comprehensive Plan Update 2013
 - 1998 Basin VI Assessment Report
 - 2000 Lantern Lake Basin Drainage Study Update
 - 2002 Gordon River Extension Basin Study Phase IV
 - 1999 Gordon River Extension Basin Study Phase III
 - Stormwater Management Submittal Requirements
 - Stormwater Ordinance
 - Water Quality Report Q4-2014 (Cardno TM)
 - Landscape Ordinance
 - CITY of Naples Comprehensive Plan
 - CITY of Naples Local Mitigation Strategy (LMS) Plan
 - CITY of Naples Flood Management Plan

Attachment B - Documents to be compiled by CITY

RFQ Exhibits:

- Exhibit #1: 2008 Stormwater Master Plan (Tetrattech)
- Exhibit #2: 2012 Lakes Management Plan (City)
- Exhibit #3: 2010 20-Year Plan to Restore Naples Bay (City)
- Exhibit #4: Drainage Basin Map (City)
- Exhibit #5: Naples Bay Water Quality & Biological Analysis (Cardno)

Water Quality, Flood Plain and Stormwater Management Data:

Collier County Flood Map Information

Collier County has created a digital flood map for public use (<http://apps.colliergov.net/dfirms/DfirmMap.htm>). The Digital Flood Insurance Rate Map (DFIRM) shows the current flood zones that are based on the 100-year flood event. **The City of Naples is currently in the final efforts to produce a new Digital Flood Insurance Rate Map (DFIRM)** through a CTP Partnership Agreement with Collier County, the South Florida Water Management District, and FEMA.

<http://www.colliergov.net/your-government/divisions-f-r/natural-resources/flood-information/flood-map-information>

Collier County and Naples LMS Plan

The plan includes Hazard Identification And Vulnerability Analysis, including a summary of the City and Profiling Hazard Events; Local Mitigation Strategy goals and objectives; 90 Potential Grant Funding Sources (Annex E); Local Mitigation Strategy proposed and past projects, Prioritization Matrix, and scoring criteria; City of Naples Flood Plain Annual Progress Report, Collier County Flood Plain Management Plan.

<http://www.colliergov.net/your-government/divisions-a-e/emergency-management/library-cmte-reference/local-mitigation-strategy-2015>

Collier County's Floodplain Management Plan

Collier County's Floodplain Management Plan can be found on the internet at the following address: <http://www.colliergov.net/modules/showdocument.aspx?documentid=58141>

The plan was adopted by the Collier County Board of County Commissioners at the Board Meeting on 10 March 2015.

City of Naples component of the Floodplain Management Plan: The City of Naples's NFIP participation commitments meet or exceed the following minimum requirements as set for by the NFIP.

- Issuing or denying floodplain development/building permits
- Inspecting all development to assure compliance with the local ordinance
- Maintaining records of floodplain development
- Assisting in the preparation and revision of floodplain maps
- Helping residents obtain information on flood hazards, floodplain map data, flood insurance and proper construction measures

The City of Naples Building Department is the agency responsible for the review and approval of all development order applications to the City of Naples. The application review process includes an analysis for compliance with the Land Development Code, the Code of Laws and Ordinances (which includes the Flood Damage Prevention Ordinance), the Florida Building Code, the South Florida Water Management District permitting rules

(when applicable), the Growth Management Plan, and other related regulations for development approval compliance. The Building Department is also active in the preparation and revision of floodplain maps, and maintains the record of all map revisions and changes received from FEMA. As a part of the services offered to the public, the Floodplain Coordinator provides FEMA floodplain mapping information, flood insurance program information, flooding hazards, and proper construction methods within the special flood hazard area. The Floodplain Coordinator also oversees the City's participation in the Community Rating System (CRS) program, and which currently holds a Class 6 rating for its efforts to promote activities to make the community more resistant to flood damage. The City of Naples is currently in the final efforts to produce a new Digital Flood Insurance Rate Map (DFIRM) through a CTP Partnership Agreement with Collier County, the South Florida Water Management District, and FEMA. As part of the CRS program the City provides flood hazard and flood insurance information to the public through a newsletter, mailings, and the internet.

SFWMD Big Cypress Basin Board and Big Cypress Basin Service Center

<http://my.sfwmd.gov/portal/page/portal/xweb%20about%20us/big%20cypress%20service%20center>

Big Cypress Basin Real-time Hydrologic Monitoring & Modeling System

<http://www.sfwmd.gov/floodwatch/index.htm>

Collier County Major Surface Water Canal System Facilities and Stormwater Major Drainage System Structures Map

<http://colliercountygmd.maps.arcgis.com/home/webmap/viewer.html?webmap=4e18eee8b79043649531dc9dc3c1421c>

This includes [Real-time monitoring](#)|[Gate Openings](#)|[Scada summary](#)|[Major Structures](#)|[System Status](#)|[Operation Status](#)

Collier County Stormwater Management Division

Collier County has a network of canals and water level control structures that are operated and maintained by the County in partnership with Florida's Big Cypress Basin Board.

<http://www.colliergov.net/your-government/divisions-s-z/stormwater-management>

Stormwater Management Master Planning In Collier County

<http://www.colliergov.net/your-government/divisions-s-z/stormwater-management/stormwater-planning>

Watershed Management Planning

FDEP developed TMDLs for the Everglades West Coast Basin in 2008. They released their [Verified List of impaired water bodies May 19, 2009](#) for Group 1 basins (including Everglades West Coast). The Collier County affected water bodies included Cocohatchee River (estuary, 3259A, fecal coliforms), Gordon River Extension (3278K, 3259C, dissolved oxygen), and Lake Trafford (3259W, dissolved oxygen, nutrients, and unionized ammonia). Final [TMDL assessments](#) are on FDEP's TMDL web page.

<http://www.colliergov.net/your-government/divisions-s-z/zoning-division/stormwater-and-environmental-planning/watershed-management-planning>

Comprehensive Watershed Improvement Program Committee (Cwipc)

<http://www.colliergov.net/your-government/advisory-boards/golden-gate-watershed-improvement-program-technical-advisory-ad-hoc-committee>

COLLIER COUNTY FLORIDA STORM SURGE MAP

Based on the National Hurricane Center's Sea, Lake and Overland Surge from Hurricanes (SLOSH) model.

<http://www.colliergov.net/your-government/divisions-a-e/emergency-management/tropics-information/collier-county-florida-storm-surge-map>

SLR and Resiliency:**Southwest Florida Regional Planning Council (SWFRPC)**

More on Climate Change, that includes the Southwest Florida/Charlotte Harbor Climate Change Vulnerability Assessment and City of Punta Gorda Climate Change Adaptation Plan.

http://www.swfrpc.org/climate_change.html

[http://www.swfrpc.org/content/Natural Resources/Climate Change/Everglades%20Coalition%2020150110 James Beever.pdf](http://www.swfrpc.org/content/Natural%20Resources/Climate%20Change/Everglades%20Coalition%2020150110%20James%20Beever.pdf)

Comprehensive Southwest Florida/Charlotte Harbor Climate Change Vulnerability Assessment

[http://www.swfrpc.org/content/Natural Resources/Ecosystem Services/Vulnerability Assessment Final.pdf](http://www.swfrpc.org/content/Natural%20Resources/Ecosystem%20Services/Vulnerability%20Assessment%20Final.pdf)

Florida DEM

Coastal LiDAR Project conducted 2006-2009, FDEM cataloged all existing LiDAR data and related products (bathymetry and orthophotography) within areas of the state affected by hurricane surge. The following products are available from those efforts, but are no longer being updated

<http://www.floridadisaster.org/gis/lidar/>

FIU LiDAR Data

Meta Data <http://digir.fiu.edu/Lidar/lidarNew.php>

COLLIER COUNTY GIS SERVICES

<http://www.colliergov.net/your-government/divisions-f-r/information-technology/gis-services>

Floodplain Management Plan

Section 4.3.5 Flood: Stormwater/Localized Flooding Vulnerability Assessment (4.3.5)

<http://www.colliergov.net/Home/ShowDocument?id=57622>

<http://www.colliergov.net/your-government/divisions-a-e/emergency-management/tropics-information/collier-county-florida-storm-surge-map>

Big Cypress Basin**Real-time Hydrologic Monitoring & Modeling System**

[Home|Real-time monitoring|Gate Openings|Scada summary|Major Structures|System Status|Operation Status](http://www.sfwmd.gov/floodwatch/index.htm)

<http://www.sfwmd.gov/floodwatch/index.htm>

Ground water Levels Real time

<http://www.sfwmd.gov/floodwatch/monitoringplots.htm>

National Climate Assessment Global Sea level Rise Scenarios for the United States 2012

https://scenarios.globalchange.gov/sites/default/files/NOAA_SLR_r3_0.pdf

Planning:**Southwest Florida Regional Planning Council**

Southwest Florida Regional Planning Council is proud to present our interactive web mapping services. Using ESRI ArcServer software, you can do your own simple analysis, queries and make your own maps!

http://www.swfrpc.org/interactive_web_map.html

City of Naples Comprehensive Plan (amended in 2013)

City of Naples Comprehensive Plan (amended in 2013) Goals, objectives and/or policies in the Plan include: Conservation and Coastal Management Element • Conservation Areas: The areas designated as environmentally sensitive lands are delineated on the Future Land Use Map (including tidal swamp and marsh areas, which slow the surge of flood waters and reduce inland flooding). Before development can be approved, an environmental assessment must be prepared which details the specific habitats and communities present on the property and takes into account site topography and hydrology. • Coordinate the Conservation and Coastal Management Element with the Future Land Use Element. • Limit public expenditure that encourages or subsidizes private development in the coastal high hazard area to the provision of services per density levels as determined by the Future Land Use Map, Policy 1-1 and as further limited by the Code of Ordinances. • Direct new population growth away from known or predicted coastal high hazard areas except for residential development in compliance with the Future Land Use Map and as may be further limited by the Code of Ordinances. • The Coastal High Hazard Area is the area below the elevation of the Category 1 Storm Surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. This area includes much of the City of Naples, including most of its public infrastructure. • Enforce development regulations found in the Code of Ordinances pertaining to the coastal building zone, the Coastal Construction Setback Line, and the flood insurance program. • Continue to participate in the National Flood Insurance Program (NFIP). Future Land Use Element • Utilize a combination of existing wetlands, created wetlands, and other stormwater management technology, as appropriate, to manage stormwater runoff consistent with South Florida Water Management District regulations. • Enforce existing development standards for stormwater management. Public Facilities and Water Resources Element • The level of service standard for surface water management for all development, redevelopment and the primary drainage system requires no flooding during a 5 year, one hour storm event for Page 196 Collier County, Florida Floodplain Management Plan January 2015 roads, yard drainage, pump stations and trunk lines and requires no flooding during a 100 year storm event for building finished floors elevations. Public Facilities and Water Resources Element • Pursue intergovernmental cooperation with Collier County, the South Florida Water Management District, and the Big Cypress Basin to implement projects and programs that mitigate flooding and improve water quality. • Develop and maintain public information program to inform the citizens of, and encourage support for, a stormwater quality program with emphasis on stormwater retention in swales and lakes. • Continue to implement a City-

wide swale restoration program, including inspection and maintenance of the design capacity within the right-of-way and landscaped easements. • Include in individual land development plans stormwater runoff systems that are compatible with basin wide master drainage plans.

Current and Future Land Use Maps

Building Permit Allocations

Naples Stormwater Master Plan Sea Level Rise (SLR) Areas of Concern

Data obtained from NOAA Office for Coastal Management Coastal Inundation using Digital Coast and Digital Elevation Model: Miami (FL) WFO - Collier and Monroe (Mainland) Counties at

<https://coast.noaa.gov/slr/>

Naples Stormwater Master Plan SLR Areas of Concern:

Street locations with tidal concerns:

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

7/31/2016

CITY OF NAPLES
STORMWATER MASTER PLAN UPDATE
EXHIBIT B - BREAKDOWN OF HOURLY RATES PER TASK - Revised 7/29/2016

Task Description/Hourly Rates	Personnel Hours										Budget			
	Principal	Project Manager III	Project Manager II	Project Manager I	Project E/P/S I	E/P/S III	E/P/S II	E/P/S I	Admin. Asst. II	Labor	Subconsultant	Reimbursables	Total	
Task 0001 - Project Management	\$ 284.00	\$ 225.00	\$ 206.00	\$ 183.00	\$ 143.00	\$ 123.00	\$ 106.00	\$ 100.00	\$ 72.00					
Task 0002 - Information and Data Collection	6	8	15	55	24	0	0	28	6	\$ 19,891.00	\$ 8,554.00	\$ 700.00	\$ 29,145.00	
Task 0003 - Water Quantity	0	0	0	38	24	0	67	62	8	\$ 24,264.00	\$ -	\$ 400.00	\$ 24,664.00	
Task 0004 - Water Quality and Ecology	0	0	0	32	41	0	20	161	4	\$ 30,227.00	\$ -	\$ -	\$ 30,227.00	
Task 0005 - Level of Service Analysis	0	0	0	13	0	0	10	4	12	\$ 4,703.00	\$ 13,058.00	\$ -	\$ 17,761.00	
Task 0006 - Regulatory and Development Code Review	0	0	0	18	17	0	0	52	2	\$ 11,069.00	\$ 5,468.00	\$ -	\$ 16,537.00	
Task 0007 - Sea Level Rise and Resilience	0	8	19	64	50	0	24	0	13	\$ 29,486.00	\$ -	\$ -	\$ 29,486.00	
Task 0008 - Best Management Practices Review	0	0	0	44	50	40	0	0	12	\$ 20,986.00	\$ -	\$ -	\$ 20,986.00	
Task 0009 - Capital Improvement Program	0	0	0	14	40	0	22	100	6	\$ 21,046.00	\$ -	\$ -	\$ 21,046.00	
Task 0010 - Funding	0	0	0	31	68	0	0	166	0	\$ 31,997.00	\$ 19,446.00	\$ 200.00	\$ 51,643.00	
Task 0011 - Stormwater & Natural Resources Division Review	15	0	2	6	2	0	0	8	8	\$ 3,172.00	\$ 12,160.00	\$ -	\$ 15,332.00	
Task 0012 - Operational Strategies	2	0	0	39	0	0	66	0	0	\$ 18,393.00	\$ -	\$ 400.00	\$ 18,793.00	
Task 0013 - Public Involvement	1	0	4	10	0	0	37	0	0	\$ 7,601.00	\$ -	\$ 200.00	\$ 7,801.00	
Total	24	16	40	381	302	40	246	586	71	\$ 226,273.00	\$ 76,101.00	\$ 2,500.00	\$ 304,874.00	

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized 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-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Principal Engineer of the AECOM Technical Services, 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 8 day of August, 2016.

By: R. Carahen