

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

Bid/Proposal No. RFP No. 20-040

Clerk Tracking No. 2021-00041

Project Name: **West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project
Engineering Design Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **17th day of March 2021** by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **Q. Grady Minor and Associates, P.A., a Florida Corporation**, authorized to do business in the State of Florida, whose business address is: 3800 Via Del Rey; Bonita Springs, Florida 34134 (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 Request-For-Proposal No. RFP 20-040 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 **West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project - Engineering Design Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, 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 coordinator (the "Project Coordinator"). The Project Coordinator

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 that 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 party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONSULTANT from contracting with other firms or government organizations for similar services.

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 manager to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Manager"). The Project Manager 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 Manager 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 Manager 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 (NTP)** from the CITY for all or any designated portion of the Project and shall be performed and completed by **September 30, 2023 with an Administrative Close-out time frame of 90-days. Said Project has an overall estimated completion at 3,650 Days.** 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 **\$2,747,120.00** 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: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONSULTANT shall:

- (a) Keep and maintain public records required by the CITY to perform the service.

(b) 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.

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

(d) 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, all 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 days 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: **Charles T. Chapman IV**, 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:

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey; Bonita Springs, Florida 34134
Attention: **Mark W. Minor**, PE - President
FEI/EIN Number: On File State (FL)

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

ARTICLE FIFTEEN APPLICABLE LAW

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

END OF ARTICLE PAGE

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

By: Charles T. Chapman IV
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: James D. Fox
James D. Fox, City Attorney

CONSULTANT:

Witness

JUSTIN FREDERIKSEN

Witness Printed Name

CONSULTANT:

Q. GRADY MINOR & ASSOCIATES, PA
3800 Via Del Rey
Bonita Springs, Florida 34134
Attention: **Mark W. Minor, PE - President**

By: _____

Printed Name: _____

Title: **Mark W. Minor, P.E.**

FEI/EIN Number: **President**

A Florida Corporation (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Request-For-Proposal (RFP), any issued Addendum(s)(one), City of Naples Website documents, screen shot below of SUPPORTING DOCUMENTS in said EXHIBIT A, and Vendor's Submittal of RFP No. 20-040, titled West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project – Engineering Design Services all herein referenced and made a part of this Agreement.

20-040 West Goodlette Phase 2 - Naples Bay Red Tide Septic to Sewer Project - Engineering Design Services - RFP

Bid/RFP Status: Closed - no longer accepting bids and proposals

Bid/RFP Due Date: Thursday, June 4, 2020 - 2:00pm

Bid/RFP Reference Number:

20-040 West Goodlette Phase 2 - Naples Bay Red Tide Septic to Sewer Project - Engineering Design Services - RFP

[Back to Bids/RFPs](#)

Detailed Scope of Work

The City is interested in contracting with a qualified design team to develop and implement infrastructure improvements in the West Goodlette-Frank Road Area (a.k.a. West G-F Road Area) that is contained within Areas 1, 2, 3 and 6 of the MSPCUA (see attached project area maps). The County is interested in contracting with the same qualified design team to develop and implement stormwater and transportation improvements within this same overall bounded area, but including areas outside of, but adjacent to, Areas 1, 2, 3, and 6 of the MSPCUA.

The submitted proposal will clearly demonstrate the Consultant's ability to provide design and project management assistance that may consist of, but not limited to the following:

- Project Management
- Preliminary Engineering Design
- Final Design and Permitting
- Construction Bidding and Award Phase
- Consultation Services During Construction

SUPPORTING DOCUMENTS



20-040 West Goodlette Phase 2 - Naples Bay Red Tide Septic to Sewer Project - Engineering Design Services - RFP (2 MB)



ATTACHMENT A - Unsewered Maps Areas 1, 2, 3, 6 (9 MB)



ATTACHMENT B - Master Sewer Plan for the City's Unsewered Service Areas (116 MB)



20-040 Pre-Proposal Conference Sign-In Sheet (91 KB)



20-040 West Goodlette Phase 2 - Naples Bay Red Tide Septic to Sewer Project - Engineering Design Services - RFP - Addendum 1 (16 KB)

END OF EXHIBIT A



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February 25, 2021

Mr. Bob Middleton
Utilities Director
City of Naples
380 Riverside Circle
Naples, FL 34102

**RE Proposal for Professional Services
West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project
Design Services**

Dear Mr. Middleton:

Q. Grady Minor & Associates, P.A. (Consultant) is pleased to provide the City of Naples (City) this proposal to provide a comprehensive design of the City of Naples-owned sanitary sewer collection and potable water distribution systems and County-owned stormwater management system within the Project Area generally bounded by Goodlette-Frank Road to the east, US-41 to the west, Creech Road to the south, and Pine Ridge Road to the north. The Consultant shall perform project management, preliminary engineering design, construction phasing, modeling, final design, permitting, public involvement services, and bidding assistance for the West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project (Project).

As understood, in 2006 the City completed a “Master Sewer Plan for the City’s Unsewered Service Areas” (MSPCUA) to design a schematic layout for the sanitary sewer infrastructure and develop an opinion of probable cost for construction. The MSPCUA identified areas without central sanitary sewer service, not within the limits of the City of Naples, but within the City’s sanitary sewer service area. The MSPCUA recommended that the City of Naples provide a central sanitary sewer collection system to eliminate the existing septic systems within the areas. The areas identified as “Areas 1, 2, 3, & 6” in the MSPCUA are included with this Project. To minimize impacts to the neighborhoods within the unsewered areas, as part of this Project, the potable water infrastructure will be replaced/upgraded in these areas due to the age and condition of the existing infrastructure and Collier County Stormwater Section will provide drainage improvements throughout the phases near and within the City’s unsewered areas. Additionally, roadways will be re-built, existing sidewalks will be replaced, and space within the ROW will be provided for future sidewalks. The Areas identified as 1, 2, 3, & 6 in the MSPCUA will include for potable water, sanitary sewer, stormwater, roadway, and sidewalks (future), which includes approximately 42,000 linear feet of roadways. Additionally, stormwater improvements will be included along the County roadways and drainage easements for the regions between the Areas identified as 1, 2, 3, & 6 in the MSPCUA, which includes approximately 9,000 additional linear feet of roadways.

The stormwater and roadway engineering design and plans preparation will be completed in accordance with applicable elements of the current Florida Department of Transportation (FDOT) Design Manual, per the attached Exhibit A.



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We propose the following Scope of Services for this Project:

TASK 1 – PRELIMINARY ENGINEERING

In order to understand the existing infrastructure and conditions within the Project Area, the proposed infrastructure improvements, associated costs, and likely neighborhood concerns, Task 1 of the Project will be to develop a complete, accurate, and beneficial Preliminary Engineering Report (Report).

As part of this Task, the Consultant will gather and review record drawings of existing utilities including stormwater components and in general, perform the preliminary engineering and hydraulic analyses for the potable water, wastewater, and stormwater systems. The Consultant will review the existing sidewalk conditions within the Project Area and propose new sidewalks within the Project Area and/or review potential space within the ROW for future sidewalks. Additionally, the Consultant will gather and analyze information concerning the existing septic tanks within the project area and propose conversion of septic systems to sewer system connections; and assist the City with applying for grants associated with the conversion of septic systems to sewer system connections. In general, this Task includes the following:

- a. Initial Kick-Off Meeting – Consultant will organize an initial kick-off meeting with the City and County staff to review the Project scope, Project objectives/goals, Project standards and Project schedule for completing the work, and available funding sources. Consultant will prepare a meeting agenda and follow up with written meeting notes summarizing the discussion and Project action plan.
- b. Initial Project Timeline – Consultant will prepare an initial Project timeline and submit to City and County staff at the Initial Kick-Off Meeting. Consultant shall update the schedule throughout the duration of the Project and shall provide a copy of the updated schedule to City and County staff at their request.
- c. Keep the City and County informed on the Project progress and provide progress updates and status of the Project.
- d. Attend and assist City and County staff with progress meetings. Monthly progress meetings are included with this proposal. Prepare and distribute progress meeting agendas at least two business days prior to each progress meeting. Prepare and distribute progress meeting notes within three days of the meeting.
- e. Gather and review record drawings of existing utilities including stormwater components and existing sidewalks within the Project Area.
- f. Review existing recorded plats, easements, and right-of-ways (ROW) to analyze easements and/or property boundaries to determine if it is anticipated that new easements will be required for the proposed improvements.



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- g. Review ROW, roadway, and driveway restoration and provide proposed restoration requirements and typical details and cross sections for the purpose of ensuring the restoration requirements are agreed upon during the preliminary engineering phase of the Project. Proposed typical sections will include anticipated future sidewalks where applicable.
- h. Review standards and specifications to be used for the Project components designs and construction, including known proposed deviations from City and/or County standard specifications and details.
- i. Without duplicating efforts by other Consultants, prepare a hydraulic model by developing a pipe and node schematic of the proposed water main and pressurized wastewater systems based on the selected preliminary layout. The hydraulic model will be limited to the Project Area, with point pressures outside of the Project Area being provided by the City.
- j. Propose the stormwater quality treatment concepts to be utilized.
- k. Propose the drainage and stormwater management concepts to be utilized and lay out (plan view only) with identified areas of conflict or elevation concerns. Proposed concepts shall be discussed and agreed upon with Collier County prior incorporating them in the Report.
- l. Prepare a ICPR4 link/node model of the stormwater system for flow characteristics and level of service (modeling program to be determined), and water quality enhancement (Harvey Harper methodology) including the following:
 - 1. Existing Conditions Analysis Development:
 - i. Use 2018 LIDAR data and GIS processing, along with standard topographical surveying information, to establish flow paths and sub- basin delineation. Utilize standard surveying methods to check key locations and/or where LIDAR does not produce sufficient definition and/or accuracy to reflect existing conditions.
 - ii. Use GIS or CAD processing tools to establish stage/storage relationships and other in-basin parameters that control runoff.
 - iii. Perform the necessary research to identify data needed to develop existing conditions analysis.
 - iv. Definition of link/node network and compilation of structure data to be included in the analysis.
 - v. Initial analysis runs to troubleshoot and verify that the model is numerically stable.
 - vi. Analysis calibration/verification against known flood elevations, if available.
 - vii. Model design storms with return frequencies of 5, 10, and 25 years and produce inundation maps in GIS. These will be used to define the predicted extent of flooding in the study area. From these analyses we will be able to state the depth of water over the flooded streets during the storm events and compare that to the County Level of Service criteria.



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2. Proposed Conditions Analysis Development (scenarios):
 - i. Estimate nutrient removal: Use GIS processing to calculate pollutant load by land use type and sub-basin for the existing conditions analysis.
 - ii. Evaluate nutrient removal for proposed conditions.
 - iii. Present pre and post-conditions flooding evaluation development and results, for scenario evaluations, and for water quality evaluations. Pre and post-condition analysis will include a description of the expected benefits as a result of the proposed improvements compared to the existing conditions (for each scenario).
 - iv. The stormwater hydraulic modeling analysis will include the entire Project Area generally bounded by Goodlette-Frank Road to the east, US-41 to the west, Creech Road to the south, and Pine Ridge Road to the north. The analysis outside the limits of the modeled Project Area assumes Collier County will provide current hydraulic analysis data/reports of the receiving canal along the west side of Goodlette-Frank Road. The Consultant will contact the City of Naples Stormwater staff to obtain current hydraulic analysis data/reports along the City's boundary if necessary.
3. Analyze and assess existing conditions of major stormwater structures/facilities (e.g. stormwater outfall pipes).
4. Analyze existing sidewalk conditions and propose locations for future sidewalks within the Project Area.
- m. Gather and analyze pertinent information about the existing septic systems within the unsewered areas of the Project and propose conversion of septic systems to the proposed City of Naples wastewater collection system. Data gathered will include permitting and as-built data (if available) for the existing septic systems to determine the location of the septic systems and home connections to septic tank system. If the home connection to septic system cleanout is able to be located, with above ground visual investigations, Consultant will determine an invert elevation to estimate the required depth of the sewer connection to the proposed City Gravity Sewer Main and most appropriate location for the proposed property line cleanout. If the inverts cannot be determined, with above ground visual investigations, Consultant will estimate conservative invert elevations based on experience on similar projects and perform field investigations to determine the most appropriate location for the proposed property line cleanout. This task includes field investigations at every property within the Project Area that will be connected to the proposed City Gravity Sewer System associated with this Project. Additionally, Consultant will provide the estimated assessment cost per property for the unsewered areas of the Project and assist the City to complete grant applications. The findings concerning the existing septic systems, assessment costs, and grants will be detailed in the Preliminary Engineering Report.
- n. Develop a detailed Project Phasing Plan considering construction cost, available funding, construction impact, restoration, construction storage yards, access to/from the neighborhoods, condition of existing infrastructure, and the Project schedule. The phasing plan will consider infrastructure improvements, including stormwater collection/treatment and stormwater outfalls, for the purpose of determining phasing limits/divisions. As the project design proceeds toward



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final plans development, the Project Phasing Plan may be revised/updated as needed to reflect better information for construction efficiency/management.

- o. Review the required permits for the proposed improvements associated with the Project.
- p. Prepare Preliminary Engineering Report. The Report shall consist of, but not be limited to, the following sections, incorporating results of previous tasks herein:
 - Section 1 – Executive Summary
 - Section 2 – Introduction
 - Section 3 – Review of Existing Utilities and Stormwater Infrastructure
 - Section 4 – Preliminary Stormwater Management Hydraulic and Hydrologic Modeling Results and Proposed Stormwater Facilities Plan
 - Section 5 – Preliminary Layout, Design, and Sizing for Potable Water and Sanitary Sewer
 - Section 6 – Proposed Roadway and Driveway Restoration
 - Section 7 – Proposed Future Sidewalk Locations
 - Section 8 – Project Phasing Plan
 - Section 9 – Construction Phasing Plan
 - Section 10 – Preliminary Cost Estimate
 - Section 11 – Summary and Recommendations
- q. Consultant will submit draft copies of the Preliminary Engineering Report to City and County for review.
- r. Consultant will organize and conduct a meeting with City and County staff to discuss the Preliminary Engineering Report. Consultant will revise the Report based on the comments received at the review meeting. The revised report will be finalized and submitted in PDF format. The report will serve as the basis for the 60% design. Following approval of the 100% design by Collier County, the stormwater portions of the Preliminary Engineering Report will be updated, and a Final Engineering Report will be provided.

TASK 2 – SURVEYING SERVICES

Surveying services, within the Project Area, shall include the following:

- a. Utilize Sunshine State One-Call System to determine the existing utilities within the Project Area and to determine utility ownership (water, sanitary sewer, reclaimed water, electric), cable, communications, gas, etc.) prior to performing field survey efforts.
- b. Field collect soft dig data, associated with Task 4 below, via GPS equipment.
- c. Establish vertical and horizontal controls throughout Project area. Elevations will be in NAVD 1988 Datum and Coordinates will be State Plane 83 for the Florida East Zone.



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- d. Complete a boundary and topographic survey that shall extend at least twenty (20) feet beyond the ROW to identify changing topographic conditions; determine the easements and/or property boundaries; collect and record the limits of property or easement boundaries as well as the physical location of the existing infrastructure components. The survey shall collect, but not be limited to, the following items:
- Existing utilities, both above ground and below ground structures.
 - Existing Stormwater Management pipes (size and type), swales, channels.
 - Existing driveways, trees, mailboxes, fencing, signs, etc.
 - Landscaping (code considerations) and irrigation facilities.
 - ROW & Roadway Cross Sections every 50 feet, and additional locations where conditions change that need to be included during design.
 - Existing Drainage and Utility Easement boundaries.
 - Control structures, based on available permitting data for systems.
- e. Submit electronic copies of the boundary and topographic survey to City and County staff (PDF and AutoCad file (dwg)). The boundary and topographic map shall include the latest aerial photograph as a background.
- f. Stake the location of each property corner (roadside, at the right-of-way lines) within the Project Area. At each property corner (roadside, at the right-of-way lines) within the Project Area a wooden lath and ribbon, with "Property Corner" written on it, will be placed immediately adjacent to the property corner monument (typically a steel rod).

TASK 3 - GEOTECHNICAL INVESTIGATION

- a. Perform soil borings within Project Area to design and construct proposed utilities, stormwater structures, pipes, and road reconstruction. Soil borings shall be completed as per the latest ASTM standards
- b. Perform Standard penetration tests (SPT) borings as follows:
- One hundred and forty (140), advanced to a depth of twenty (20) feet within the Areas identified as 1, 2, 3, & 6 in the MSPCUA (approximately every 300 feet);
 - Six (6) to a depth of thirty (30) feet for the proposed wastewater pump stations;
 - Fifty (50) to a depth of approximately 2 feet (to the bottom of the road base).

Borings will be backfilled with neat cement and then plugged with asphaltic concrete if in the street.

- c. Prepare a complete geotechnical investigation report detailing soil conditions (including contaminated and/or unsuitable material), water table elevations, soil classifications, rock elevation and other items that will affect the design and construction. The Report will analyze the existing roadway cross section to determine the depth of asphalt and sub-grade at 50 locations. Additionally, the Report shall also include recommendations from the geotechnical engineer on bedding material, subsurface conditions and other items that pertain to the construction project.



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- d. Representative samples obtained during the SPT borings will be examined to obtain accurate descriptions of the existing strata. Laboratory testing will be performed on selected samples as deemed necessary to aid in soil classification and to further define the engineering properties of the encountered materials. The soil descriptions will be based on the visual classifications procedures in general accordance to the AASHTO Soil Classification System (AASHTO M-145) and standard practice.
- e. Consultant will submit two (2) signed and sealed reports to City and County Staff.

TASK 4 - SOFT DIG INVESTIGATION

- a. Perform one hundred and sixty (160) hours of ground penetrating radar (GPR) to determine the horizontal location of the existing utilities within the Project Area.
- b. Meet with City and County staff to review the proposed soft dig locations and once agreed upon, provide an exhibit depicting the soft dig locations.
- c. Meet with City and County staff on-site to review procedures to complete the soft dig investigations.
- d. Perform one hundred (100) soft digs on existing utilities within non-paved regions of the Project Area to determine, if possible, the horizontal and vertical location of existing utility pipe, type of utility pipe, size of utility pipe, utility pipe material and condition of existing pipe material. Sunshine One Call will be contacted for utility locates for the soft digs. Soft dig investigations shall be performed using an air/vacuum system that will keep the disturbance to a minimum and shall not damage existing facilities.
- e. Field mark existing utilities found either by wooden lathes or by marking on the pavement (nail & paint).
- f. Excavation holes in non-paved regions will be restored to a condition as equal to or better than the original condition.
- g. Consultant will provide a PDF drawing of the soft dig investigation in the Project Area to City and County Staff.

TASK 5 – PRELIMINARY DESIGN

This task includes creating FDOT Phase I style plans (per the FDOT Design Manual) for the Collier County Stormwater and Roadway improvements and preliminary engineering (30%) drawings (plan view only) of the proposed water and wastewater improvements for the Project Area. The preliminary engineering drawings will be based upon the Tasks 4 above. As part of this task Consultant will:

- a. Incorporate existing record drawing information within the Project Area and the soft dig investigations into the Preliminary Design plans.



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- b. Incorporate the boundary and topographic survey into the Preliminary Design plans.
- c. Preparation of Preliminary Design plans shall include the plan view (layout) of the proposed improvements.
- d. Submit electronic copies (PDF) of the Preliminary Design plans to City and County staff at least two (2) weeks prior to the meeting with City and County Staff.
- e. Organize and conduct a Preliminary Design plan review meeting with City and County staff to discuss the Preliminary Design plans. Revise plans as required to reflect City and County comments.
- f. Submit an initial construction phasing plan to City and County staff for review and approval. Phasing Plan shall include preliminary estimated construction costs for each phase.

Task 6 – FINAL DESIGN

On the basis of the accepted Preliminary Engineering Report, phasing plan, and Preliminary Design plans, Consultant shall prepare final drawings and specifications, which provide the general scope, extent and character of the work to be furnished and performed by the Contractor(s). The final designs for the improvements will be phased per the agreed upon Project Phasing Plan, in Task 1 above, and as necessary will include separate bidding, project management, public relations, project coordination and meetings that will result in standalone Contract Documents complete with drawings (plan and profile) and specification. Consultant will prepare and submit FDOT style 60-, 90-, and 100-percent plans (per Exhibit A attached) for the Collier County Stormwater and Roadway improvements and 60-, 90- and 100-percent plans (plan and profile) of the proposed water and wastewater improvements for the Project Area. Collier County, FDOT, and City of Naples Standard Specifications and Details will be utilized for the Project, with bid tabulations and supplemental specifications provided at each plan stage to the City and County for review and approval. An engineer's opinion of probable construction cost will accompany each submittal. Consultant shall meet with City and County staff and obtain their written acceptance of the work completed to date.

Technical specifications will be based on the 16-Division format of the Construction Specifications Institute (CSI) in MS Word format. In addition to technical specifications, Consultant will coordinate with City and County staff to develop necessary General Conditions, Supplemental Conditions, and Special Provisions Specifications specifically for the project being constructed and recollection of lessons learned of similar completed projects. Standard City of Naples, Collier County, and FDOT Standards, Specifications, and Details will be used for this Project with supplemental standards, details, and/or clarify provided by the Consultant as required. Stormwater Management and road reconstruction specifications shall be in accordance with current FDOT and SFWMD specifications/requirements, including current County Right-of-Way Construction Handbook specifications. Documents shall include drawings and project specifications ready for bidding, consistent with City and County standards, including, but not limited to, the following or as approved by the Project Managers:

- Cover sheet, index and key map
- Existing Conditions map



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- Demolition Plan
- Phasing Plan
- Infrastructure Plans and Profiles
- Signing and Marking Plan
- Details
- Erosion Control Plan

During the final design phase, Consultant will:

- a. Perform the Quality Control/Quality Assurance (QC/QA) prior to submission of each design submittal including a review of design documents (drawings and specifications), technical calculations, constructability; conformance with engineering standards; conflicts with existing and/or proposed facilities and related factors. A Professional Engineer from GradyMinor will QC/QA Johnson Engineering's designs and a Professional Engineer from Johnson Engineering will QA/QC GradyMinor's designs.
- b. Keep the City and County informed on the Project progress and provide progress updates and status of all phases of the Project.
- c. Attend and assist City and County staff with progress meetings. This scope includes monthly progress meetings. Prepare and distribute progress meeting agendas at least two business days prior to the progress meeting. Prepare and distribute progress meeting notes within three business days following the meeting.
- d. Incorporate City and County direction/decisions made at the meeting into the Contract Documents as applicable.
- e. Furnish copies of Contract Documents that include engineering drawings and specifications. Present and review the documents in person (or virtually) with City and County staff at each completion stages in the Project and make appropriate changes requested.

Task 7 - PERMITTING

As part of this Task, Consultant will prepare the required permitting application packages, submit the application packages, and respond to agency requests for additional information for the Project. It is anticipated that the permit application packages will be submitted to the appropriate agencies at the 90 percent design phase of the Project, as applicable. Consultant shall:

- a. Prepare applications for ROW permits and Site Improvement Plan Insubstantial Change, when required from Collier County Growth Management Division, and respond to requests for additional information. This scope includes applying for twelve (12) ROW permits and four (4) Site Improvement Plan Insubstantial Change permits. Permitting fees, if applicable, will be paid by City.



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- b. Prepare and submit permit applications to the Florida Department of Environmental Protection (FDEP), drinking water and wastewater permits, and provide backup documentation including drawings and specifications. Respond to request for additional information (RAI) from the FDEP. This scope includes applying for four (4) FDEP drinking water permits and four (4) FDEP wastewater permits. Permitting fees will be paid by the City.
- c. Prepare ERP permit applications for submittal to the South Florida Water Management District (SFWMD) for the Notice General or Individual permit and the dewatering permit. This scope includes applying for four (4) ERP permits. Permitting fees will be paid by the City/County.
- d. Obtain a Master Individual Dewatering Permit (per 40E-C F.A.C.) from the South Florida Water Management District (SFWMD) for the entire Project and Obtain Minor modification permits and dewatering letter modifications from the SFWMD for each phase of the Project separately. The Master Dewatering Permit includes a review of registered contaminated sites within the Project Area. This scope includes applying for one (1) Master Individual Dewatering Permit and twelve (12) letter modification permits.
- e. Prepare and submit permit applications to the FDOT, Utility permit, and provide backup documentation including drawings and specifications. Respond to request for additional information (RAI) from the FDOT. This scope includes applying for four (4) FDOT utility permits. Permitting fees will be paid by the City.

Task 8 – PUBLIC INVOLVEMENT

Consultant shall complete the required public involvement services throughout the design phase. Work under this item includes coordination with the City and County throughout the design phase on all public relation activities and will require the City's and County's approval prior to any exhibits, letters, press releases, and/or website creation prior to being sent/uploaded to the public. Additionally, this task includes, but is not limited to, the following:

- a. Initial meeting with the City, County, and Project team to strategize on project planning with regards to the public and affected parties.
- b. Conduct up to four (4) public involvement focused progress meetings with the City, County, elected officials, and Project team.
- c. Prepare a comprehensive mailing list for the property owners, tenants, business owners, and other interested parties who will be affected by the Project. The database will be added to and/or updated on an as-needed basis.
- d. Prepare a comprehensive email database for the elected officials, agencies, property owners, tenants, and interested parties. The databases will be added to and/or updated on an as-needed basis.



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- e. Prepare a Project contact card to include hotline number and website which will be distributed throughout the Project, prepared in English and Spanish.
- f. At the beginning of and throughout the Project as needed, prepare up to two (2) press releases to media and assist with media interviews. Press release and media materials will be prepared in English and Spanish.
- g. Public Meetings: Consultant shall schedule and attend ten (10) public meetings, assisting with meeting setup and breakdown, and provide the following services:
 - 1. Coordinate with City and County staff and investigate potential meeting sites to advise the City and County on their suitability. The City/County will pay all costs for meeting site rentals.
 - 2. Prepare up to four (4) newsletters addressing frequently asked questions for distribution to elected officials, public officials, property and business owners, stakeholders and other interested parties. The newsletters will be sent by the Consultant and will be prepared in English and Spanish.
 - 3. Provide press releases announcing the public meetings, prepared in English and Spanish.
 - 4. Prepare public information meeting advertisements (up to 10) to be placed in the Naples News, prepared in English and Spanish.
 - 5. Prepare the necessary materials for use in public meeting including materials such as hand-outs, scripts or agenda for presentation, graphics for presentation (to be mounted on boards as required), briefing and debriefing of City and County staff, displays of plans and report(s) for the public display, etc., prepared in English and Spanish.
 - 6. Prepare a summary of the public meeting that includes copies of materials shown or provided at the public meeting. The summary shall also include a listing of written comments made during or after the meeting and responses to those written comments in the form of a meeting summary.
- h. Project Website: Consultant shall develop and maintain a approximately five (5) page Project website (in English and Spanish) that will include information on Project events, progress maps and status. Potential website pages include Home/About; Neighborhoods; Documents/Public Notifications; Schedule; and Contact. The Project website shall include a page to respond to questions and solicit email for a list of interested stakeholders in order to provide progress and/or informational electronic mailings.
- i. Project Telephone Hotline: At the beginning of the Project, the Consultant shall establish a 24-hour telephone hotline and shall maintain and record calls throughout the Project. A log of the received calls and their respective responses shall be provided to City and County staff at each progress meeting.
- j. PIO Technical Memorandum: At the conclusion of the Project, an electronic "PIO Technical Memorandum" that will summarize the public involvement plan executed for the Project with documentations attached. This Memorandum does not include project documentation/reports/disciplines for the entire project.



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Task 9 - BIDDING

Bidding services for construction will be administered by the City of Naples Purchasing Department. The bidding for the improvements will be phased per the agreed upon Project Phasing Plan, in Task 1 above, and as necessary will include separate bidding Contract Documents complete with drawings (full sets including plan and profile) and specification. Additionally, if desired by the City, the Consultant will work with City of Naples Purchasing Department to prequalify Contractors and subcontractors to create a library of approved Contractors for the Project. Consultant will assist the City/County with the following:

- a. Assist in preparing addenda, as required, to interpret, clarify, or expand the Bidding Documents.
- b. Attend a pre-bid conference.
- c. Attend the bid opening, review bids and contractor qualifications, and check references.
- d. Consult with and advise the City/County as to the acceptability of the contractor and subcontractors, suppliers and other persons and organizations proposed by the Prime Contractor(s) for those portions of the work required by the Bidding Documents.
- e. Provide a recommendation letter of award along with a "Reference Log" showing date, time, and comments of contacted references provided by the prospective Contractor(s).

Task 10 – CONSTRUCTION ADMINISTRATION

This task includes performing construction administration for the proposed potable water, sanitary sewer, stormwater, and roadway improvements within the Project Area which includes approximately 42,000 linear feet of roadways. Additionally, construction administration for stormwater improvements will be included along the County roadways for the regions between the Areas identified as 1, 2, 3, & 6 in the MSPCUA, which includes approximately 9,000 additional linear feet of roadways. The services for the improvements will be phased per the agreed upon Project Phasing Plan above.

Upon authorization, Consultant shall perform the Construction Administration related services for each phase of the proposed improvements: Work under this item will include, but not be limited to, the following:

- a. Assist the City and County as requested between the receipt of Bids and the Construction Contract Notices to Proceed.
- b. Attend pre-construction meetings with the City, County, Contractor, and Construction Engineering Inspection (CEI) consultant.
- c. Attend pre-construction neighborhood informational meetings.
- d. Attend site meetings with property owners, as required.



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- e. Coordination with the City, County, and CEI consultant and maintain open communication with the City, County, and CEI.
- f. Review Contractor submitted Submittals.
- s. Construction Meetings: Prepare the meeting agendas, run the meetings, and prepare and distribute the meeting minutes. Prepare and distribute construction progress meeting agendas at least two business days prior to each progress meeting. Prepare and distribute construction progress meeting notes within three days of the meeting.
- g. Review and approve Contractor Pay Requests, including coordination with the City, County, and CEI to verify the quantities for each pay request.
- h. Provide periodic observations during construction and at critical times, to certify the project complete.
- i. Provide clarification of plans and construction documents or make minor changes due to field conditions.
- j. Provide assistance to resolve unforeseen conflicts.
- k. Respond to requests for additional information from the Contractor (RFIs) and requests for clarifications from the CEI consultant (RFCs).
- l. Prepare and distribute construction contract Change Orders.
- m. Review CEI reports and provide support as necessary.
- n. Provide FDEP Completion Certifications, each phase of the Project.
- o. Prepare Record Drawings based on City, County, CEI mark-ups, Contractor's mark-ups and Record Survey.
- p. Conduct Substantial Completion (Functionally Complete) Inspections and review punch list items and make changes or additions as necessary.
- q. Conduct Final Completion Inspections.
- r. Prepare and distribute Final Completion Certification.
- s. Provide Construction close-out documents.
- t. Provide public relation services as requested by the City and County. These may include additional meetings with the City, County, and/or CEI consultant; presentation document preparation



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(narratives and exhibits); graphic support, meetings with residents and key stakeholders, City/County Staff, etc.

- u. Provide progress updates and status during the project as requested.
- v. Incorporate City and County direction/decisions made into the Contract Documents as applicable.
- w. Coordination with buried utility owners and field coordination associated with the restoration of driveways, irrigation systems and swales.

We have not included any resident or full time inspection, special threshold inspection, testing or surveying in this task. The City/County hired CEI consultant shall provide us with written inspection reports and photographs on a daily basis.

Task 11 – CONSTRUCTION PUBLIC INVOLVEMENT

Consultant shall complete all required public involvement services throughout the construction phase. Work under this item will include, but not be limited to, the following:

- a. Prepare a comprehensive mailing list for all property and business owners who will be affected by the construction with limits as shown on the most current set of construction documents.
- b. Prepare informational newsletter(s) which describes the project and addresses frequently asked questions.
- c. Prepare press releases as necessary for notification to the public.
- d. Establish and maintain a public “Hotline.” Coordination with City and County staff will be included should this interface be required.
- e. Maintain the Project Customer Service Log using an agreed upon template.
- f. Respond to public concerns.
- g. Attend public meetings, as needed, for the duration of the construction.
- h. Coordinate with City/County staff to secure site and develop meeting materials for the public meetings.
- i. Create web page for project and update it weekly.
- j. Prepare project contact cards which allow the contractor to continue working uninterrupted and will ensure that the public and media are receiving the most timely and accurate information.
- k. Politically sensitive issues should be immediately brought to the attention of the Project Managers.



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- l. Coordinate with property owners and public services affected by construction, [e.g. garbage pickup, USPS, public schools (buses), development of road closure notices by County staff, etc.].
- m. Contact businesses individually, either personally or by phone, as necessary to inform those businesses closely affected by the construction activities.

PROPOSED TIMELINE AND FEES:

We propose to complete the Tasks described within 3650 days from the issuance of a notice-to-proceed from the City in accordance with the following fee schedule:

Task	Description	Fee	Fee Type
1	Preliminary Engineering	\$532,670.00	LS
2	Surveying Services	\$295,590.00	LS
3	Geotechnical Investigation	\$34,743.00	T&M
4	Soft Dig Investigation	\$96,770.00	T&M
5	Preliminary Design	\$434,400.00	LS
6	Final Design	\$1,009,480.00	LS
7	Permitting	\$148,410.00	T&M
8	Public Involvement	\$148,997.00	LS
9	Bidding	\$38,060.00	T&M
10	Construction Administration	TBD*	TBD*
11	Construction Public Involvement	TBD*	TBD*
12	Reimbursable Expenses	\$8,000.00	T&M
	TOTAL	\$2,747,120.00	

* The terms for contract administration and community interactions will be the subject of any final contract which is subject to City Council approval.

This Proposal only includes those items specifically identified above and does not include environmental assessments, or permitting fees.

This Proposal is subject to the Standard Provisions of the City of Naples Contract 20-040 "West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project". Services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the approved City of Naples Contract 20-040 hourly rate schedule. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

Government imposed sales taxes or fees shall be added to our fees for services under this Proposal.

Very truly yours,

Justin Frederiksen, P.E.
Vice President

EXHIBIT A
WEST GOODLETTE PHASE 2
NAPLES BAY RED TIDE SEPTIC TO SEWER PROJECT

The stormwater and roadway engineering design and plans preparation will be completed in accordance with the following elements of the current Florida Department of Transportation (FDOT) Design Manual:

30% Design Submittal

Key Sheet:

- Location Map with location of project on map
- All applicable City/County Project IDs
- County Name
- North arrow
- Revision box
- City and County Project Manager's Name
- Consultant's name, and address, contract number

Drainage Map (Plan View):

- North arrow and scale
- Drainage basin lines and ground elevations
- Drainage areas and flow direction arrows
- Preliminary horizontal alignment
- Street names
- Begin & end stations of project
- Existing County major infrastructure

Typical Sections:

- Mainline and crossroad typical sections
- R/W lines

Project Layout/Control:

- Benchmarks
- Plan-profile sheet sequence (mainline and crossroads)

Plan and Profile-Plan View:

- North arrow and scale
- Baseline of survey, equations
- Existing topography including utilities
- Preliminary horizontal geometrics/dimensions
- Existing & proposed R/W lines (if available) also include platted lot lines
- Centerline of construction (if different from the baseline of survey)

Plan and Profile-Profile View:

- Scale
- Existing utilities within the project limits
- Preliminary profile grade line
- Existing ground line

Special Ditch Profile:

- Scale
- Existing ground line of special ditch
- Preliminary grade line of special ditch

Cross Sections (min 100' and at least one per ditch):

- Scale
- Existing ground line
- Existing survey baseline elevations
- Station numbers
- Baseline of survey labeled
- Existing utilities, if information from utility owners has been provide

60% SUBMITTAL**Key Sheet:**

- Index of sheets
- Signature(s) of Professional(s)

Summary of Pay Items:

- Item numbers with descriptions

Typical Sections:

- Pavement Design

Drainage Map-Plan View:

- Proposed structures with structure numbers
- Proposed storm drain pipes
- Flow arrows along proposed ditches
- Cross drains with pipe sizes and structure numbers
- Flood data (if applicable)

Project Layout/Control:

- Complete

Project and Profile-Plan View:

- Proposed drainage structures with structure no
- Proposed R/W line
- Existing utilities
- Proposed side drain pipe requirements (including size) for access and intersection
- Final geometrics and dimensions including radii, station pluses, offsets, widths, taper/transition lengths, curve data
- General Notes (if General Notes Sheet not included)
- Flood data if not shown elsewhere

Plan and Profile-Profile View:

- Final profile grades and vertical curve data
- Mainline storm drain pipes
- Proposed special ditches
- Ditch gradients with DPI station and elevation
- Storm flow line elevations
- High water elevations
- Existing utilities
- Mainline drainage structures with structure numbers
- Cross drains with structure number, size and flow line elevations

Special Ditch Profile:

- Final special ditch profile grades

Drainage Structures:

- Vertical and horizontal scale (drainage structures to be provided at all cross drains)
- Roadway template with profile grade elevation
- Underground utilities

- Special sections at conflict points
- R/W lines (at critical locations)
- Storm drain construction notes
- Flow arrows
- Structure numbers and location station along right side of sheet
- Drainage structures with number, type, size, location and flowline elevations

Cross Sections:

- R/W
- Special ditch bottom elevations
- Proposed template with profile grade elevation
- Begin and end stationing for project.
- Existing utilities
- Unsuitable materials (as applicable)

Signing, Pavement Marking, Grading and Paving Plan

- North Arrow and scale
- Pavement markings
- Sign locations
- Grading and paving specifics

Utility Adjustments:

- All existing utilities highlighted (non-City of Naples utilities)

90% SUBMITTAL

- Address Phase II review comments
- Provide final drainage tabulations
- Update quantities and cost estimate
- Cut/fill quantity based on the proposed surface over the existing surface
- Typical MOT set up (by an advanced MOT certified professional)

100% SUBMITTAL

- Address Phase III review comments
- Update quantities and cost estimate

GradyMinor Proposal for Professional Engineering Services

WEST GOODLETTE PHASE 2 - NAPLES BAY RED TIDE SEPTIC TO SEWER PROJECT
CITY OF NAPLES

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

February 28, 2021

Task	Activity Description	Project Manager \$185	Sr. Engineer \$175	Engineer \$135	Senior Inspector \$110	Inspector \$80	Senior Designer \$130	Client Admin \$70	Senior Technician \$105	Proj. Surveyor \$140	2 Man Surveyor \$145	Total Hours	Sub Consultant	TOTAL COST
TASK 1 - PRELIMINARY ENGINEERING														
a	Progress Meetings (monthly) and General Project Coordination	158		92				18				218		\$31,380.00
b	Project Updates	20		15				12				47		\$6,500.00
c	Record Drawing/SCS/Utility Review	24		30	10		20	10				94		\$12,410.00
d	Plan and Easement Review	10		10			14	8	30	20		92		\$11,300.00
e	Survey Conditions/Infrastructure and Proposed Conditions Review	30		58	20	72		10				190		\$25,160.00
f	Standards and Specifications Review/Recommendation	12		16				6				34		\$4,660.00
g	Existing Historical Operating Flow Data Review	20		24				8				52		\$7,000.00
h	Relative Water Hydraulic Model	20	4	30			8	4				66		\$8,940.00
i	Wastewater Hydraulic Model	24	4	60			12	8				108		\$14,680.00
j	Existing Septic System Review/Recommendation	80		170	300	300	20	225				1145		\$150,700.00
k	Stormwater System Review/Inspection and Concept Development	48		48	6	18	8	6				130		\$17,700.00
l	Stormwater Hydraulic Model	40	30	30			30	6				136	\$11,700	\$191,170.00
m	Existing/Proposed Stormwater Review/Inspection	8		16	2	16	6	4				52		\$6,200.00
n	Project Planning Review/Recommendation	40	30	12	8	16	48	10				218		\$28,710.00
o	Permitting Review	6	2	16				4				28		\$3,760.00
p	Preliminary Cost Estimate	20	4	24	6		2	6				62		\$8,580.00
q	Preliminary Engineering Report	164	50	126			28	36				408		\$53,190.00
r	Meetings and Misc Correspondence	50	20	30				16				116		\$15,520.00
														Subtotal Task 1:
														\$852,870.00
TASK 2 - Surveying Services														
a	Field Survey, Plan Development, & Utility Coordination	24		72			144	20	200	64	1120	1644		\$235,160.00
b	Field Survey Utility Locations	10		14			6		30	8	144	210		\$28,160.00
c	State Property Corners	4		12					80	4	200	300		\$40,240.00
														Subtotal Task 2:
														\$283,560.00
TASK 3 - Geotechnical Investigation														
a	SPR Borings Report Review and Coordination	16	4	4				8				32	\$30,303	\$34,743.00
														Subtotal Task 3:
														\$34,743.00
TASK 4 - Soil Dig Investigations														
a	Soil Digs (80 Total) & CBR (160 hours) and Review and Coordination	20	16	12			12	6				66	\$47,075.00	\$56,770.00
														Subtotal Task 4:
														\$56,770.00
TASK 5 - Preliminary Design														
a	City Water and Wastewater Preliminary Design	200	80	360	50	46	600	100	50			1480		\$196,050.00
b	Collier County Stormwater and Roadway 30% Design	240	120	220	20	40	1000	100	50			1790		\$236,350.00
														Subtotal Task 5:
														\$432,400.00
TASK 6 - Final Design														
	100% Design	610	120	860	80		1400	100				3210		\$442,150.00
	90% Design	460	80	560	56		1100	80				2346		\$323,610.00
	100% Design	460	80	420	32		800	40				1752		\$243,620.00
														Subtotal Task 6:
														\$1,009,380.00
TASK 7 - Permitting														
	FLDIP Permits	24	8	64			20	48				164		\$19,060.00
	Collier County ROW Permits	20	6	48			24	24				122		\$15,630.00
	Collier County SCPT Permits	48	8	72			24	24				176		\$23,640.00
	SPWMD LRP Permits	40	4	72			12	24				162		\$20,280.00
	SPWMD Master Development Permit	80	8	60			90	30				268		\$35,000.00
	SPWMD Dewatering Letter Modifications	80	8	30			36	24				156		\$21,360.00
	FOOT Utility Permits	16	4	32			16	16				64		\$10,640.00
														Subtotal Task 7:
														\$148,410.00
TASK 8 - Public Involvement														
	Public Involvement	140	60	120			56	60				436	\$67,747.00	\$148,887.00
														Subtotal Task 8:
														\$148,887.00
TASK 9 - Bidding														
	Pre-bid Meetings	32	16	48			32	20				116		\$15,860.00
	RFPs/RFIs	32	8	40				16				128		\$17,360.00
	Bid Review/Recommendation of Award	8	4	16				8				36		\$4,740.00
														Subtotal Task 9:
														\$37,960.00
TASK 10 - Construction Administration														
														Subtotal Task 10:
														YBD
TASK 11 - Construction Public Involvement														
														Subtotal Task 11:
														YBD
TASK 12 - Reimbursable Expenses														
a	Reproduction, shipping and misc costs													Subtotal Task 12:
														\$8,000.00
														TOTAL:
														\$2,747,120.00

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

Q:\Admin\GIS\GIS\PR001\BAL\City of Naples\20-049 - West Oysterdell Phase 2 - Naples Bay Red Tide Septic to Sewer Project\Contract\MOF Phase 2 Design\Fee Breakdown Form\BDOF 20-21-0225

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 **Exhibit B** which is attached and made a part of this Agreement.



Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

- i. Coordinate with property owners and public services affected by construction, [e.g. garbage pickup, USPS, public schools (buses), development of road closure notices by County staff, etc.].
- m. Contact businesses individually, either personally or by phone, as necessary to inform those businesses closely affected by the construction activities.

PROPOSED TIMELINE AND FEES:

We propose to complete the Tasks described within 3650 days from the issuance of a notice-to-proceed from the City in accordance with the following fee schedule:

Task	Description	Fee	Fee Type
1	Preliminary Engineering	\$532,670.00	LS
2	Surveying Services	\$295,590.00	LS
3	Geotechnical Investigation	\$34,743.00	T&M
4	Soft Dig Investigation	\$96,770.00	T&M
5	Preliminary Design	\$434,400.00	LS
6	Final Design	\$1,009,480.00	LS
7	Permitting	\$148,410.00	T&M
8	Public Involvement	\$148,997.00	LS
9	Bidding	\$38,060.00	T&M
10	Construction Administration	TBD	TBD
11	Construction Public Involvement	TBD	TBD
12	Reimbursable Expenses	\$8,000.00	T&M
TOTAL		\$2,747,120.00	

This Proposal only includes those items specifically identified above and does not include environmental assessments, or permitting fees.

This Proposal is subject to the Standard Provisions of the City of Naples Contract 20-040 "West Goodlette Phase 2 – Naples Bay Red Tide Septic to Sewer Project". Services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the approved City of Naples Contract 20-040 hourly rate schedule. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

Government imposed sales taxes or fees shall be added to our fees for services under this Proposal.

Very truly yours,

Justin Frederiksen, P.E.
Vice President

Retainage: Not applicable to this Agreement.

END OF EXHIBIT B

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-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of the Q. Grady Minor & Associates, PA** 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 1 day of MARCH, 2021.

By: _____

Mark W. Minor, P.E.
President