

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

**Bid/Proposal No.** RFP 20-042

**Clerk Tracking No.** 2021-00005

**Project Name:** South Golf Drive Engineering Services - FDOT Project 440437-1-38-01

THIS AGREEMENT (the "Agreement") is made and entered into this **20th day of January 2021** by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **Kisinger Campo & Associates, Corp., a Florida Corporation**, authorized to do business in the State of Florida, whose business address is: One Tampa City Center, 201 N Franklin Street, Suite 400; Tampa, Florida 33602 (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 (**RFP 20-042**) 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 **South Golf Drive Engineering Services - FDOT Project 440437-1-38-01** 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 **including design, permitting and FDOT's approval of the design is scheduled for completion by January 30, 2022 with an Administrative 60-day Project Close-out time frame.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONSULTANT shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the

CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed **\$299,561.00** 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 8<sup>th</sup> 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:

### **Kisinger Campo & Associates, Corp. (KCA)**

One Tampa City Center, 201 N Franklin Street, Suite 400

Tampa, Florida 33602

Attention: **Thomas Shaw**, PE, Senior Vice President / Director of Production

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**

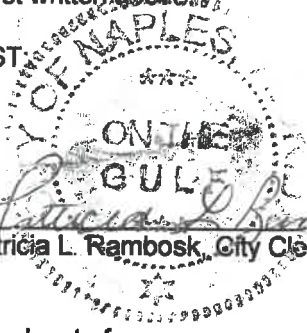
15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this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



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

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

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:

Kisinger Campo & Associates, Corp.  
One Tampa City Center  
201 N Franklin Street, Suite 400  
Tampa, Florida 33602  
Attention: Thomas Shaw, PE, Senior Vice President /  
Director of Production

CONSULTANT:

Veronica Green  
Witness

Veronica Green  
Witness Printed Name

By: Thomas J. Shaw

Printed Name: Thomas J. Shaw, P.E.

Title: Vice President

FEI/EIN Number: On File  
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 includes Firm's Scope of Professional Services, Grant Certifications and Assurances documents reference to page numbers 41-52 of the Proposal Specifications, State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), reference to page numbers 53-75 of the Proposal Specifications, and Firm's Schedule that are made a part of this Agreement and those set out in the Proposal, any Addendum(s)(two), and Firm's Submittal of (RFP) Request-For-Proposal No. 20-042, titled South Golf Drive Design Engineering Services – FDOT (Financial Project 440437-1-38-01) all herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**Attachment A-1**  
**SCOPE OF PROFESSIONAL SERVICES**  
**SOUTH GOLF DRIVE DESIGN ENGINEERING SERVICES**  
**RFP NUMBER 20-042**

**I. PROJECT DESCRIPTION AND LIMITS**

This project will provide design, engineering, permitting, public outreach, and bidding services for preparation of construction plans, permits and specifications for the roadway and streetscape improvements in the City of Naples, Florida along South Golf Drive, approximately 0.71 miles, between Gulf Shore Boulevard North and US 41.

**OBJECTIVE**

The purpose of this document is to describe the scope of services for the project and the responsibilities of Kisinger Campo & Associates (CONSULTANT) and the City of Naples (CITY) in connection with the design and preparation of a complete set of construction contract documents.

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with CITY policy, procedures, and requirements, as well as the State and Federal requirements for LAP projects. Furthermore, this project will require close collaboration and involvement with the City's Beach Outfall Removal project, adjacent property owners along S. Golf Drive, neighborhood associations, and other Naples residents and stakeholders; all in an effort to build consensus for an environmentally sensitive project that preserves Naples small town character and culture. In an effort to minimize construction disruption to the community, the CONSULTANT will also communicate with the hotel redevelopment project for planning purposes. These Contract documents will be used by a contractor to build the project. These Contract documents will be used by the CITY and its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall provide qualified technical and professional personnel to perform to CITY standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

**II. APPLICABLE STANDARDS**

CONSULTANT shall perform necessary design services in accordance with guidelines established in the FHWA Manual of Uniform Traffic Control Devices (MUTCD) and the FDOT Manual of Uniform Minimum Standards (MUMS aka "Florida Greenbook"). Any deviations from the Greenbook shall require concurrence and approval from the CITY as the owning, operating, and maintaining entity.

**III. SCOPE OF SERVICES**

The following Tasks are included as part of this project design:

**TASK 1. PROJECT ADMINISTRATION**

**Project Management:** CONSULTANT shall provide management services necessary to effectively administer the project including: coordination of disciplines and sub-consultants, contract, and invoice maintenance, and maintaining regular communication with the CITY.

**Project Scheduling:** CONSULTANT has developed a schedule for the project which will include key milestones and note the dates of deliverables. The schedule will be updated monthly for the duration of the project.

**Kickoff Meeting:** A project kickoff meeting shall be held with the CITY, FDOT and the CONSULTANT and sub-consultants to introduce the design team, to review project objectives and standards for completing the work, and to present the project schedule.

**Progress Meetings:** Attendance of project coordination meetings, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. It is anticipated that the design phase duration will be approximately 12 months. 6 meetings are anticipated for this task.

**Technical Stakeholder Meetings:** Stakeholders shall include applicable CITY Departments (Utilities, Fire-Rescue, Natural Resources, Planning, Solid Waste, Parks, and Community Services), Collier MPO, representatives of South Golf Drive property owners, neighborhood associations, and the Naples community. Any other interested party such as the Naples Pathways Coalition, Naples Golf and Beach Hotel, and others may participate in the public meetings to provide input on the project. As part of the technical stakeholder coordination CONSULTANT shall endeavor to ascertain future development plans of the golf course and hotel and any other adjacent parcels to determine future utility accommodations that may be needed. Four meetings are anticipated for this task.

**Deliverables:**

- *Project Schedule (with monthly updates)*
- *Progress Reports (monthly)*
- *Meeting Minutes*

## **TASK 2. PUBLIC INVOLVEMENT**

The CONSULTANT, in partnership with CITY staff, will assist in informing and soliciting input from members of the community, including, but not limited to, adjacent property owners, merchants, employees, customers, residents, and people with lower English proficiency who are often not represented in the outreach events/activities. Public input will be sought at key points in the design process, particularly when design alternatives are identified and again when the preferred design alternative is presented. With CITY input, the CONSULTANT will lead the following public engagement activities:

Develop and maintain a mailing list of property owner/tenants in the project area. An email database with property owners/tenants, elected officials, agencies and interested parties will also be developed and maintained. Project contact cards will be prepared and distributed. This effort includes the development, preparation, and mailing of a Kick-Off newsletter/flyer.

Prepare press releases, respond to media, and provide public information officer support with media interviews for the CITY. Project updates will be prepared and included in social media announcements. This includes preparing materials, maps, flyers, and photo rendering/simulation.

**Design Public Meetings:** Two Public Meetings are proposed for this project. The first, early in the design analysis phase, will be for the purpose of presenting refined design alternatives, followed by presentation of a preferred design alternative at the second Public Meeting, prior to 60% Plan completion. In consideration of the likely need for ongoing social distancing, the CONSULTANT shall conduct all meetings and public engagement activities remotely while maintaining accessible and equitable access opportunities for all community members that prefer to engage in-person. Careful consideration of methods of promoting online events; the need for accessible materials online; specific channels of receiving input (social media, text message, phone calls, online Q&A, etc.); and what actual and additional resources are required to successfully deliver such an engagement strategy will follow the latest emerging best practices in pursuing creative solutions to the challenge of maintaining equitable access to public process. CONSULTANT shall secure public meeting sites, but the CITY will be responsible for any fees associated with securing the meeting site. Preparation for the public meeting consists of a newsletter/flyer, preparation of the press release, preparation of the advertisement. Also, In preparation of each public meeting, the CONSULTANT shall develop meeting materials (sign-in sheets, name tags, handouts, display boards, etc.). This shall include preparation of renderings and fly-throughs of the proposed design and/or alternatives to provide a conceptual visual

representation of the proposed design. Set up and clean-up of the meeting site is included in the attendance and participation at the public meeting. A technical memorandum for the public meeting will also be prepared.

City Council Presentations: Two presentations to City Council are proposed for this project. The first will be after the first Public Meeting, the second will be after the second Public Meeting.

Small Group Meetings: CONSULTANT shall schedule, prepare for, and attend in small group meetings with various public stakeholders (i.e. property owners/HOA's) throughout the project. Two (2) small group meetings are anticipated.

Project Website: CONSULTANT shall prepare an independent project website through the design phase of the project. This includes identifying the URL address, development of website content, and development of website graphics (maps, pictures, etc.). Research and information gathering for updating the project website is included. Continued maintenance of the project website is also included.

Public Inquiries: CONSULTANT shall be responsible to responding to public inquires for the design phase of the project. This includes responding to various concerns/questions from the public and record requests. CONSULTANT will coordinate a response with the CITY for more complicated inquiries, but most of this task is anticipated to be completed independently on behalf of the CITY.

*Deliverables:*

- *Mailing List & E-mail database*
- *Public Involvement materials, i.e. maps, flyers, renderings, fly-throughs, etc....*
- *Meeting Minutes & Documentation*

### **TASK 3. SURVEY**

The limits of the project survey are defined as South Golf Drive, beginning at the west right-of-way line of Gulf Shore Boulevard North, and ending at and including the westernmost travel lane of US 41. The CITY shall provide the available survey information from their on-going Beach Outfall Removal project to maximize efficiencies between the two projects. The CONSULTANT shall supplement the existing survey data in order to fully obtain the following Survey needs required for the South Golf Drive project design.

#### **SURVEY SUPPORT - FIELD**

- Set project control points.
  - Establish horizontal control using RTK GPS procedures. All horizontal data will be in the North American Datum of 1983 (2011 adjustment). Project control points not to exceed 500-foot intervals.
  - Level run through project control points based on published National Geodetic Survey benchmark control. All values will be in the North American Vertical Datum of 1988.
- Locate and verify right-of-way and/or centerline monumentation for use in preparing controlling lines for base mapping. This may include the location of right-of-way monuments, existing points in the centerline of the roadway, or public land survey corners.
- Provide cross-section data shall be collected at 50' intervals along the alignment and at major grade breaks. Cross-sections shall extend 10' outside the right-of-way on both sides. Cross-sections and topographic data at intersecting streets will extend 50 feet outside the right-of-way of South Golf Drive.
- Existing visible above ground improvements, including utilities, shall be located with horizontal and vertical data. Visible evidence of underground utilities shall be located only to the extent that they exist within the project limits, but not a determination of their location underground. Data collection to extend approximately 10' beyond the existing right-of-way.

- Located improvements shall include pavement, driveways, intersecting streets, road signs, guard rails, fences, drainage crossings, etc. Data collection to extend approximately 10' beyond the existing right-of-way.
- Horizontal and vertical data of visible drainage facilities and structures shall be collected within the right-of-way including type, size, invert, length, top, weir, crest, sump elevations, end treatments and extents of rip-rap. Data collection to extend approximately 10' beyond the existing right-of-way.
- Locate existing trees, with size greater than or equal to four inches diameter, include size (Diameter at Breast Height) and best identification of species. Tree locates to extend approximately ten feet (10') beyond the right-of-way line. Located trees shall be verified by Consultant's (Landscape Architect's) field review.
- Field Review
  - A field review will be conducted comparing final survey base map data to existing project conditions.
  - Map mark-ups will be created noting any changes or differences. Any missed items will be field collected at the time of field review

#### SURVEY SUPPORT - OFFICE

- Assemble record plats, deeds, maps, and other documents.
  - Identify corners for establishing approximate street rights-of-way.
- Research available horizontal & vertical control.
  - Make copies of nearest control for use on this design survey.
- Review assembled land records with field and office staff.
- Process control field notes.
  - Run closures on level runs. Balance and finalize project benchmark elevation.
  - Review GPS check on published control marks.
- Process property and right-of-way ties.
  - From field located corners, compute and establish approximate road rights-of-way and easements. Property lines will not be surveyed but shall be shown for informational purposes.
  - Calculate project base line and stationing.
- Process field collected data.
- Map features from field collected data.
  - Above ground features will be mapped up to the approximate right-of-way line.
  - Add symbols for all located utilities.
- Develop unified base map.
  - Map right-of-way and known easements.
  - Label parcel identification information.
- Generate DTM from field data.
  - Create DTM from elevation data and format for design engineer. Topographic points will be provided along corridor at maximum of 50-foot intervals.
  - Perform office Quality Assurance and Quality Control checks of mapping.

#### *Deliverable:*

- *Survey base map with located and measured features. This survey base map shall be provided in ".DWG" (ACAD format) and ".DGN" format, including a digital file of the surface in either ".XML" or ".TIN" format.*
- *Final Surveyor's Report to accompany digital files.*

#### **TASK 4. GEOTECHNICAL SERVICES**

- Consultant will perform fifteen (15), five-foot deep hand auger borings on South Golf Drive spaced at 250' intervals, alternating from north to south sides of the road. Visual soils classification and sieve analysis from samples obtained from these borings will be provided.
- Obtain sufficient samples to provide a Limerock Bearing Ratio to be used for pavement design.



- Eight (8) pavement cores will be obtained on South Golf Drive at no more than 500' Intervals alternating travel lanes and shoulder in efforts to determine the existing asphalt, base and stabilization characteristics of the existing roadway.
- Seasonal High-Water Table: Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels.
- Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.
- Drilling Access Permits: Obtain State, County, City, and Water Management District permits for performing geotechnical borings, as needed.
- Property Clearances: Notify property tenants, in person or through written notification, of drilling and field activities, if applicable.
- Soil testing methods and procedures will be conducted in accordance with applicable ASTM and/or AASHTO soils standards. A letter report will be prepared upon completion of the field and laboratory services. Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations. The report will present the following Information at a minimum:
  - A description of the site/alignment, design recommendations and discussion of any special considerations.
  - Evaluation of the site and the subsurface conditions as they relate to the site.
  - Construction criteria that may be used in the site preparation of the site prior to construction.
  - Suitability for use as construction material of the soils encountered in the borings.
  - Results from the pavement coring operations.

*Deliverable: Geotechnical Report*

#### **TASK 5. UTILITY COORDINATION**

The CONSULTANT shall strive to maximize efficiencies from established and on-going coordination with the Naples Beach Club renovation project and the associated City utility improvements within the South Golf Drive right-of-way.

The CONSULTANT shall coordinate design activities with the public and private utilities located within the project corridor. The utilities shall be notified via conceptual, 60% and 90% plan review stages. CONSULTANT scope shall be limited to coordination efforts/services only to determine conflicts (if any). This task shall include services of the CONSULTANT to include:

- Development contact list of utilities affected within the project limits
- One (1) individual field meeting with affected utilities (if necessary)
- Collection and review as-built plans, data, and request for future expansions from affected utilities
- One (1) joint utility coordination meeting
- Coordination of adjustments, relocation, or removal of existing utility facilities in conflict with the proposed public works project.
- Review and report regarding utility markups, work schedules and agreements
- Utility coordination at plan review stages and follow-up

Design of any required utility adjustments, drafting services or utility relocation plan production is not included in this scope of services. Should utility design be warranted, it would be considered a supplemental design task.

*Deliverable:*

- *Available as-built utility information from each utility provider located within the project boundaries*

- *Information and direction on potential utility expansion, adjustments that may be necessary, planning for expansion/adjustments, etc.*
- *Meeting Minutes & Documentation of Coordination*
- *Reports and recommendations of the plan review stages*

#### **TASK 6. ROADWAY & DRAINAGE DESIGN ANALYSIS**

CONSULTANT shall perform general roadway analysis and design services in support of the plan production. Such services may include evaluation of drainage impacts, roadside safety issues, and conflicts with existing features and facilities. This task includes development and evaluation of preliminary geometric design alternatives to ensure multimodal transportation considerations are addressed to meet the CITY's vision of the complete street initiative.

CONSULTANT will provide a brief preliminary concept exhibit summary based upon the following:

- Exhibits for up to three (3) Alternative Concepts addressing Pedestrian/Bicycle Accommodations, potential On-Street Parking Accommodations and Traffic Calming Accommodations.
- Memorandum summarizing the above noted components for the project with recommendations to proceed with the 60% design phase of the project. Memorandum shall be used by the CITY to provide Consultant direction to proceed with design services.

CONSULTANT shall perform a pavement analysis including evaluation of the existing pavement condition and determination, as appropriate, of proposed pavement section in accordance with the FDOT Flexible Pavement Design Manual. CONSULTANT shall also evaluate deficient areas within the existing roadway to determine if and where remedial actions are necessary and provide recommendations to the CITY.

Maintenance of Traffic Plan - The Consultant shall develop plans for the maintenance of traffic during the construction on the various streets and assure access to properties adjoining the construction areas. A Level Two complexity in accordance with FDOT guidelines is assumed. This effort will be coordinated with the CITY and/or other appropriate sources such that construction phasing minimizes impacts to traffic operations. Coordination with FDOT will also be provided.

The CONSULTANT will review the existing drainage system within the South Golf Drive ROW and preliminarily evaluate the drainage system requirements, in coordination with the Beach Outfall Removal project and the stormwater design work that is planned to improve water quality and flood protection. The design storm is defined as the 25-year, 3-day storm event by the water management district and as the 5-year, 1 hour storm event by the CITY. The existing drainage system will be modified to accommodate the proposed roadway improvements, and the Beach Outfall Removal project, in accordance with applicable drainage manuals. The existing storm drains are aged and replacements with or without best management components such as filtering baskets will be evaluated.

Close coordination and cooperation with the CITY's Beach Restoration and Water Quality Improvements Project Consultant, Erickson Consulting Engineers, Inc. (ECE) is essential. Anticipated drainage systems include open and closed conveyance for onsite/offsite runoff conveyance(s) and will be designed to provide positive drainage. Improvements will need to consider that conveyance in the drainage pipes between South Golf Drive and 7th Avenue that route water to North Lake will be eliminated and rerouted west along South Golf Drive to Gulf Shore Boulevard in accordance with the City's Beach Restoration and Water Quality Improvements Project stormwater management system's basis of design.

Nutrient Loading Analysis may be conducted as part of the Beach Outfall Removal design and permitting and would not be required by CONSULTANT and is not included. Extensive offsite pond location analysis for stormwater management and flood plain compensation is not included. All stormwater management is anticipated to be provided in the CITY right-of-way. The CONSULTANT will request the drainage plans from the CITY for the single homes adjacent to the South Golf right-of-way and review them to determine if the proposed project needs to account for any offsite drainage. CITY will provide drainage estimates for the single-family homes fronting and south of South Golf Drive.



The eastern portion of the project discharges to the US 41 ROW drainage system. The CONSULTANT shall coordinate with FDOT to review the existing and proposed conditions and establish drainage design criteria for the proposed project's drainage system. We shall prepare and submit the FDOT Drainage Connection Permit application, if required, and respond to comments.

The CONSULTANT shall prepare a drainage design documentation report documenting the drainage design analysis and assumptions. This will be submitted to the CITY for review and included in the SFWMD exemption request application. Changes to the SFWMD permit for the new stormwater sewer along South Golf Drive with conveyance to Gulf Shore Boulevard will be provided by the CITY, through their Consultant, Erickson Consulting Engineers, Inc. (ECE). CONSULTANT will provide ECE design flows from the proposed improvements to incorporate these changes into the Basin 2 info SWMM model. The model for the Beach Restoration and Water Quality Improvements Project will include the 5-yr / 1-hr, 5-yr / 24-hr, and 25-yr/3-day events.

CONSULTANT shall calculate plan quantities and prepare an opinion of probable cost (OPC) to be submitted at the 60%, 90% and Final submittal stages. The OPC shall be based on the best available unit cost data. Unit cost data may be taken from recent, local construction bids and/or the FDOT Unit Cost History.

*Deliverables:*

- *Roadway Design Documentation*
- *Drainage Design Report*
- *Milestone Opinion of Probable Cost*

#### **TASK 7. ROADWAY & DRAINAGE PLAN PREPARATION**

This task consists of the preparation of 11" x 17" construction drawings at a scale of 1" = 40'. Five (5) hardcopy sets and 1 PDF file will be provided for each submittal and will include, but not limited to, the following sheets:

- Key Sheet
- Summary of Pay Items Sheet
- Typical Section Sheets
- General Notes / Pay Item Notes Sheet
- Summary of Quantities Sheet
- Survey Control Sheets
- Project Layout Sheets
- Plan and Profile Sheets
- Cross Section Sheets
- Utility Adjustment Sheets
- Maintenance of Traffic Sheets
- Intersection/Driveway Details
- Erosion Control Sheets
- SWPPP Sheets

Plans will be submitted to the CITY and FDOT for their review and comments at 60%, 90% and 100% completion. Once the 100% plans are approved, the CONSULTANT will supply final signed and sealed plans for bidding purposes.

CONSULTANT shall provide a standard specifications package based upon the 2021 FDOT Roadway and Bridge Specifications. Technical specifications shall be provided as needed and may consist of other standard specifications utilized by the CITY for items such as utilities and signing and marking. It is assumed the CITY shall provide standard "front end" documents including, but not limited to, general conditions, special conditions, special provisions, etc. CONSULTANT shall assist the CITY as necessary in modifying such documents to suit this project.

*Deliverables:*

- *60% plans*
- *90% plans*

- *100% plans*
- *Final plans (signed and sealed)*
- *Specifications Package in Word format*

#### **TASK 8. ENVIRONMENTAL AND PERMITTING SERVICES**

It is our understanding the project will qualify for an exemption from the South Florida Water Management District (SFWMD). The CONSULTANT will prepare an exemption request submittal for SFWMD. The CONSULTANT will compile the necessary forms and site plan for the submittal package. The CONSULTANT will utilize ownership information provided by CITY in preparing the submittal package. Should SFWMD deem the project does not qualify for an exemption, CONSULTANT will meet with CITY to discuss the need for a supplemental agreement. CONSULTANT will conduct up to one meeting, if required, with CITY and/or SFWMD staff to prepare the plans and calculations needed to complete the application. This task includes providing a response to two request for additional information from SFWMD staff, if required. This scope and fee assume the project will not have listed species involvement or require species specific surveys, U.S. Fish and Wildlife Service (USFWS) coordination or State Historic Preservation Office (SHPO) coordination. These tasks, if required, will necessitate a supplemental agreement. Any permitting fees required for the project will be the responsibility of the CITY.

CONSULTANT will prepare the required supplemental environmental technical memorandum necessary to facilitate FDOT review and support for a Type 1, Categorical Exclusion to meet National Environmental Policy Act (NEPA) compliance. CONSULTANT will prepare the required documentation to support the Type 1 CE and will submit the required information for the Type 1 CE checklist to the CITY and FDOT to achieve the required Environmental Certification required for the LAP Agreement.

Permitting is a regulatory process over which the CONSULTANT has no control and cannot guarantee a permit. CONSULTANT shall respond to and address comments directly related to and precipitated from the above referenced permit application. However, the above scope, and corresponding fees, do not include consultation with the Florida Fish and Wildlife Conservation Commission, SHPO or the USFWS. Should consultation with these agencies or any additional permitting efforts become necessary during the project, this will be considered additional services to be negotiated at that time.

This scope also does not include dewatering permitting efforts. Should a dewatering permit become necessary this can be made a stipulation of the construction plans as the contractor's responsibility.

#### ***Deliverable:***

- *Completed Exemption Application for SFWMD*
- *FDOT Environmental Determination Worksheet*
- *Environmental technical memorandum*

#### **TASK 9. SIGNING & PAVEMENT MARKING ANALYSIS & PLANS**

The CONSULTANT is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest FDOT Standards, the M.U.T.C.D., and the "Sign/Marking Standards for Older Road Users Program" for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and pavement striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway. The component plan set will consist of 11" x 17" construction drawings at a scale of 1" = 40'. Five (5) hardcopy sets, and 1 PDF file will be provided for each submittal and will include, but not limited to, the following sheets:

- Key Sheet
- General Notes / Pay Item Notes Sheet
- Summary of Quantities Sheet
- Plan Sheets
- Typical Details

- Sign Panel Worksheets

Phase submittals will be made to the CITY and FDOT for their review and comments at 60%, 90% and 100% completion. Once the 100% plans are approved, the CONSULTANT will supply final signed and sealed plans for bidding purposes.

*Deliverables:*

- 60% plans
- 90% plans
- 100% plans
- Final plans (signed and sealed)

#### **TASK 10. LIGHTING ANALYSIS & PLANS**

This task involves analyzing and designing lighting concepts for the roadway improvements in accordance with the current editions of the FDOT Standard Plans, Florida Greenbook and City/County standards. The CONSULTANT shall prepare a Lighting Design Analysis Report (LDAR). The LDAR shall provide analyses for the intersections, uncontrolled pedestrian crossings, and mainline lighting along South Golf Drive. Each lighting calculation shall be properly identified as to the area that it covers. It is anticipated that most or all existing light poles will be impacted by construction and replaced. The memorandum shall include the Lighting Design Criteria that will be used for basis of design.

**Lighting for the intersection of Gulf Shore Blvd North and South Golf Drive is not included as part of this scope.**

The component plan set will consist of 11" x 17" construction drawings at a scale of 1" = 40'. Five (5) hardcopy sets, and 1 PDF file will be provided for each submittal and will include, but not limited to, the following sheets:

- Key Sheet
- General Notes / Pay Item Notes Sheet
- Summary of Quantities Sheet
- Pole Data, Legend & Criteria
- Service Point Details
- Plan Sheets
- Special Details

Plans will be submitted to the CITY and FDOT for their review and comments at 60%, 90% and 100% completion. Once the 100% plans are approved, the CONSULTANT will supply final signed and sealed plans for bidding purposes.

*Deliverables:*

- 60% plans
- 90% plans
- 100% plans
- Final plans (signed and sealed)

#### **TASK 11. LANDSCAPING ANALYSIS AND PLANS**

The CONSULTANT shall analyze and provide Landscape Architecture services in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current CITY guidance. Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material outside of clear zones. The CONSULTANT shall include a written plan for care and maintenance of the plants and beds, and irrigation system after the warranty period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the CITY's staff that will assume maintenance obligation. The Consultant shall meet with the CITY's maintenance /operational

personnel to review the existing conditions, proposed geometry and planting and irrigation options or standards to be considered in the design.

Planting Design shall include a Conceptual Stage which provides delineation of all proposed planting types, scheme development and preliminary costs and reports and a Final Stage that provides identification of the species/type, size, location, spacing, and quality of all plants.

Irrigation Design shall include a Conceptual Stage which provides analysis of methods, materials and operation costs associated with proposed irrigation system, including determination of water and power sources. Final Irrigation Design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow, and control devices. This scope of services assumes that a SFWMD well water use permit for irrigation will not be required. If a water use permit for irrigation is required, it would be considered an optional service.

This task consists of the preparation of 11" x 17" construction drawings at a scale of 1" = 40'. Five (5) hardcopy sets, and 1 PDF file will be provided for each submittal and will include, but not limited to, the following sheets:

- Key Sheet
- Tabulation of Quantities
- General Notes / Pay Item Notes Sheet
- Tree and Vegetation Inventory, Protection and Relocation Plans
- Planting Plans
- Planting Details and Notes
- Irrigation Plans
- Irrigation Details and Notes

Plans will be submitted to the CITY and FDOT for their review and comments at 60%, 90% and 100% completion. Once the 100% plans are approved, the CONSULTANT will supply final signed and sealed plans for bidding purposes, including technical specifications.

*Deliverables:*

- *60% plans*
- *90% plans*
- *100% plans*
- *Final plans (signed and sealed)*
- *Technical Specifications*

## **TASK 12. BID PHASE SERVICES**

CONSULTANT shall prepare and provide a bid form summarizing all pay items and associated quantities. CONSULTANT shall provide signed and sealed plans, in format and quantity as described herein, to be included in the bid set. CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

CONSULTANT shall assist the CITY in preparing for and attend one pre-bid conference. CONSULTANT shall provide a summary of the project including design, construction and permitting issues, and be available to answer questions from the prospective bidders. CONSULTANT shall respond to various questions that arise during bidding and assist the CITY in preparation of any necessary addenda. CONSULTANT shall review the apparent low bid for consistency and responsiveness and provide input to the CITY as necessary to award the contract.

*Deliverables:*

- *Bid Form in Excel format*
- *Signed & Sealed Plans*

- *Copies of Permits*

## GRANT CERTIFICATIONS AND ASSURANCES

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICITATION DOCUMENTS  
BY DEADLINE TO BE CONSIDERED RESPONSIVE

### Form

Form 275-030-11 DBE Bid Package Information

Collier County Anticipated DBE Participation Statement, Part I and II

Form 375-030-30 Truth in Negotiation Certification

Form 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid  
Contracts

Form 375-030-33 Certification for Disclosure of Lobbying Activities on Federal  
Aid Contracts

Form 375-030-34 Certification for Disclosure of Lobbying Activities

Form 375-030-50 Conflict of Interest/Confidentiality Certification



# KISINGER CAMPO & ASSOCIATES

FLORIDA DEPARTMENT OF TRANSPORTATION  
EQUAL OPPORTUNITY OFFICE

APPROVED JS

DISAPPROVED \_\_\_\_\_

DATE 3/18/19

275-030-118  
EQUAL OPPORTUNITY OFFICE  
0206  
Page 1 of 3

## DBE AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of Kisinger Campo & Associates, Corp. that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Kisinger Campo & Associates, Corp. Subcontractors and/or suppliers to Kisinger Campo & Associates Corp. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

Kisinger Campo & Associates, Corp., and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Kisinger Campo & Associates, Corp., and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

Kisinger Campo & Associates, Corp., has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Kisinger Campo & Associates, Corp. and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

x   
Stephen H. McGucken, CEO

x 3-14-19  
Date

**I. DESIGNATION OF LIAISON OFFICER**

Kisinger Campo & Associates Corp. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

Colleen M. Carter  
Kisinger Campo & Associates Corp.  
201 N. Franklin Street, Suite 400, Tampa, Fl. 33602  
813-871-5331  
59-1677145

**II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, Kisinger Campo & Associates Corp. has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Kisinger Campo & Associates Corp. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. Kisinger Campo & Associates Corp. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);



4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Kisinger Campo & Associates Corp. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### III. IMPLEMENTATION

On contracts with specific DBE goals, Kisinger Campo & Associates Corp. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### IV. REPORTING

Kisinger Campo & Associates Corp. shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

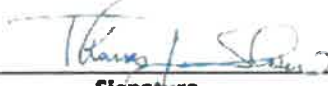
1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

### V. DBE DIRECTORY

Kisinger Campo & Associates Corp. will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

<b>CITY OF NAPLES</b>																					
<b>ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT</b>																					
Status will be verified. Unverifiable statuses will require the Vendor/Prime Contractor to either provide a revised statement or provide source documentation that validates a status. Contractor means an entity that receives a contract.																					
<b>A. VENDOR/PRIME CONTRACTOR INFORMATION</b>																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
Kisinger Campo & Associates, Corp.		59-1677145		TBD																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE (DBE/MBE/WBE)? OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? OR A SERVICE DISABLED VETERAN?	VETERAN?	Y	<input type="radio"/> N	IS THE ACTIVITY OF THIS CONTRACT,																	
	DBE?	Y	<input type="radio"/> N	CONSTRUCTION?	Y <input type="radio"/> N <input type="radio"/>																
	MBE?	Y	<input type="radio"/> N	CONSULTATION?	Y <input type="radio"/> N <input type="radio"/>																
	WBE?	Y	<input type="radio"/> N	OTHER?	Y <input type="radio"/> N <input type="radio"/>																
	SDB BA?	Y	<input type="radio"/> N																		
IS THIS SUBMISSION A REVISION? Y <input type="radio"/> N <input type="radio"/>			IF YES, REVISION NUMBER _____																		
<b>B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION</b>																					
DBE, MBE, WBE VET, SMBBA	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
VET/MBE	David M. Jones, Jr. and Associates, Inc.	Landscape architecture	O (Veteran)	TBD	10%																
<b>TOTALS</b>																					
<b>C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR</b>																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
Kisinger Campo & Associates, Corp.		September 29, 2020		Senior VP/Director of Production																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
tshaw@kcaeng.com		813.871.5331		813.871.5135																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>				ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
<b>D. SECTION TO BE COMPLETED BY COLLIER COUNTY</b>																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

Non-Applicable						
<b>CITY OF NAPLES</b> <b>ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT</b> <b>Part 2</b>						
<b>DBE AWARDS/COMMITMENTS</b>						
Prime A-C				Sub-Contractor D-F		
Breakdown by Ethnicity and Gender	A	B	C	D	E	F
	Total to DBE (Dollar Amount)			Total to DBE (Number)		
	Women	Men	Total	Women	Men	Total
	Black American:	\$ -	\$ -	\$ -	-	-
Hispanic American:	\$ -	\$ -	\$ -	-	-	-
Native American:	\$ -	\$ -	\$ -	-	-	-
Asian Pacific American:	\$ -	\$ -	\$ -	-	-	-
Subcontinent Asian American:	\$ -	\$ -	\$ -	-	-	-
Non-Minority:	\$ -	\$ -	\$ -	-	-	-
<b>Total</b>	\$ -	\$ -	\$ -	-	-	-
<b>C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR</b>						
NAME OF SUBMITTER Kisinger Campo & Associates, Corp.				DATE September 29, 2020		
Thomas Shaw, PE, Senior Vice President/Director of Production						
Printed Name				Signature		
<b>D. SECTION TO BE COMPLETED BY COLLIER COUNTY</b>						
ACCEPTED BY:				DATE		
Printed Name				Signature		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**


375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Kisinger Campo & Associates, Corp.  
Name of Consultant

By:   
Thomas Shaw, PE, Senior Vice  
President/Director of Production

September 29, 2020  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

PROCUREMENT  
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Kisinger Campo & Associates, Corp.

By:  Thomas Shaw, PE

Date: September 29, 2020

Title: Senior Vice President/Director of Production

Instructions for Certification

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Kisinger Campo & Associates, Corp.

By: Thomas Shaw, PE Date: September 29, 2020

Authorized Signature: 

Title: Senior Vice President/Director of Production



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-94  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO  **Non-Applicable**  
 If no, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Kisinger Campo & Associates, Corp. 201 N. Franklin Street, Suite 400 Tampa, FL 33602		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI): _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u>Thomas Shaw</u> Print Name: <u>Thomas Shaw, PE</u> Title: <u>Senior Vice President/Director of Production</u> Telephone No.: <u>813.871.5331</u> Date (mm/dd/yyyy): <u>09/29/2020</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-090-50  
PROCUREMENT  
OGC-1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.


I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
<b>RFP No.: 20-042</b>	<b>South Golf Drive Design Engineering Services</b>	<b>440437-1-38-01</b>

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names  
**Thomas Shaw, PE, Senior Vice  
President/Director of Production**

Signatures  


Date  
**September 29, 2020**





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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FPN: <u>440437-1-38-01</u>	FPN: <u>440437-1-58-01</u>	FPN: <u>440437-1-68-01</u>
Federal No (FAIN): <u>D119 024 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SU</u>	Fund: <u>SA</u>	Fund: <u>SA</u>
Org Code: <u>55013030152</u>	Org Code: <u>55014010106</u>	Org Code: <u>55014010106</u>
FLAIR Approp: <u>780000</u>	FLAIR Approp: <u>780000</u>	FLAIR Approp: <u>780000</u>
FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>780000</u>
County No: <u>03</u>	Contract No: <u>64835</u>	
Recipient Vendor No: <u>F596000382003</u>	Recipient DUNS No: <u>84130293</u>	
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 6/28/19, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and City of Naples ("Recipient").  
(This date to be entered by DOT only)

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in to apply a complete streets initiative along the corridor. 5FT WIDE SIDEWALK, BIKE LANE, PARALLEL PARKING CROSSWALKS, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 2,254,112 (Two million, Two hundred Fifty-Four Thousand, One Hundred Twelve Dollars). This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,254,112 (Two million, Two hundred Fifty-Four Thousand, One Hundred Twelve Dollars) and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- I. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- II. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- III. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- IV. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
  - If this box is selected, advance payment is authorized for this Agreement and Exhibit "H", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "I", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

### 8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “E” to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.



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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <http://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**



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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "G", FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the

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[RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

**16. Maintenance Obligations:** in the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- shall  
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maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit "O", Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_
- k. **Exhibit and Attachment List**  
Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
Exhibit C: Title VI Assurances  
Exhibit D: Recipient Resolution  
Exhibit E: Federal Financial Assistance (Single Audit Act)  
Exhibit F: Contract Payment Requirements  
\* Exhibit G: FHWA Form 1273  
\* Exhibit H: Alternative Advance Payment Financial Provisions  
\* Exhibit I: State Funds Addendum  
\* Exhibit J: State Financial Assistance (Florida Single Audit Act)  
\* Exhibit K: Advance Project Reimbursement  
\* Exhibit L: Landscape Maintenance

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- \* Exhibit M: Roadway Lighting Maintenance
- \* Exhibit N: Traffic Signal Maintenance
- \* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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

RECIPIENT, CITY OF NAPLES

By:

Name:  
Title:

*Bill Gault*

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

Name:  
Title:

*John M. Kubler*  
*John M. Kubler*  
Director of Transportation Development

Approved as to form and legality.

By:

James D. Fox, City Attorney

*James D. Fox*

Legal Review:

*Jan 16/19*

*K. Hussey*

Attest:

*Patricia L. Rambosk*  
Patricia L. Rambosk, City Clerk

Date:

*Jan 16, 19*



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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 440437-1-38/58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Naples (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.  
 The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS: 2.537**

**PROJECT DESCRIPTION:** The project scope is to apply a complete streets initiative along the corridor. To do this, the scope of work will include survey, design, engineering, permitting, public involvement, construction and construction inspection. The project would accommodate, to the best of the designer's abilities, a safe, multi-modal transportation corridor between Gulf Shore Blvd North and US-41 within the City of Naples. The project would include new sidewalk(s), parking spaces, buffered bike lanes, stormwater infrastructure, traffic calming, landscape and irrigation improvements.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- A) Design to be completed by January 2022.  
 B) Construction contract to be let by June 2022.  
 C) Construction to be completed by June 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Naples 295 Riverside Circle Naples, FL 34102	<b>FINANCIAL PROJECT NUMBER: 440437-1-38/58/88-01</b>
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
Y: 2018/2019 (Surface Transportation Program SU)	\$ 278,363.00	\$ _____	\$ _____	\$ 278,363.00
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 278,363.00	\$ 0.00	\$ 0.00	\$ 278,363.00
<b>Right-of-Way- Phase 48</b>				
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
Y: 2022/2023 (Surface Transportation Program SA)	\$ 1,855,749.00	\$ _____	\$ _____	\$ 1,855,749.00
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,855,749.00	\$ 0.00	\$ 0.00	\$ 1,855,749.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
Y: 2022/2023 (Surface Transportation Program SA)	\$ 120,000.00	\$ _____	\$ _____	\$ 120,000.00
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 120,000.00	\$ 0.00	\$ 0.00	\$ 120,000.00
<b>Insert Phase)</b>				
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Y: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 2,254,112.00	\$ 0.00	\$ 0.00	\$ 2,254,112.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3476, FLORIDA STATUTES:**  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Shackelford  
 District Grant Manager Name

*[Handwritten Signature]*  
 Signature

4/15/19  
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Page 1 of 2**Exhibit "C"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assigns and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the *REGULATIONS*, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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**EXHIBIT "D"**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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**EXHIBIT "E"**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <http://www.cfda.gov/>  
Award Amount: \$2,254,112 (Two million, Two hundred Fifty-Four Thousand, One Hundred Twelve Dollars)  
Awarding Agency: Florida Department of Transportation  
Award Is for R&D: No  
Indirect Cost Rate: N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

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

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<http://www.fsrs.gov/>

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**EXHIBIT "F"**

**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.mfloridacfo.com/aadir/reference\\_guide/](http://www.mfloridacfo.com/aadir/reference_guide/).

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**EXHIBIT "G"**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

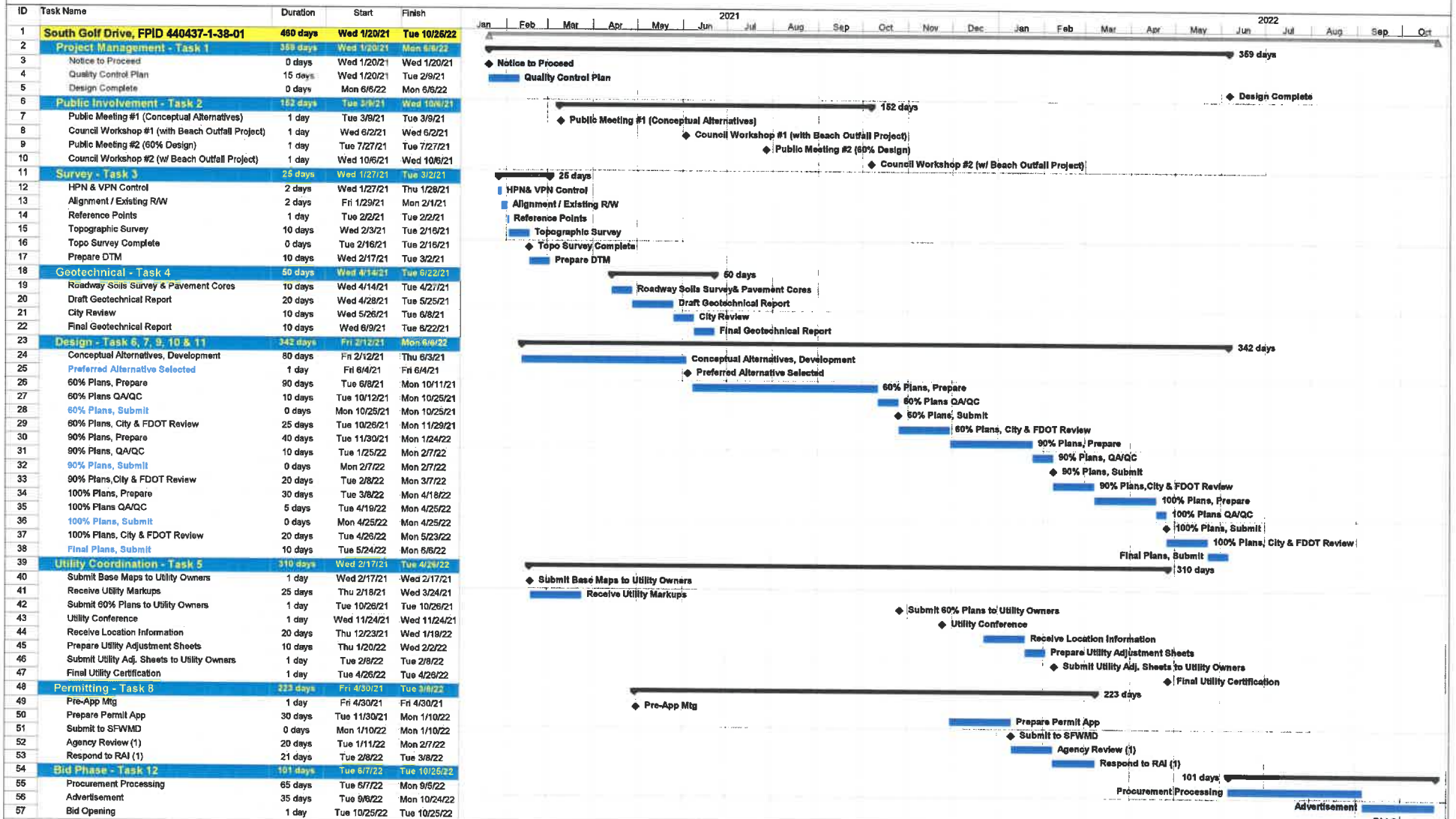
**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

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



### South Golf Drive Design Engineering Services



Task      Milestone      Summary      Project Summary

**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**

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

SUMMARY  
 ESTIMATE OF WORK EFFORT  
 1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engr	Engr	Engr Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Envr Specialist	Envr Specialist	Subconsultant Cost	Total Hours	Total Cost
<b>Hourly Rates</b>	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29			
<b>1. PROJECT ADMINISTRATION</b>	34	1	26	0	0	0	0	0	0	0	0		61	\$14,375
<b>2. PUBLIC INVOLVEMENT</b>	22	0	21	8	0	0	0	8		Cella Molnar (see attached)		\$21,444	59	\$33,886
<b>3. SURVEY</b>	E.F. Gaines Surveying Services, Inc. (see attached)											\$12,650		\$12,650
<b>4. GEOTECHNICAL SERVICES</b>	Ardaman & Associates, Inc. (see attached)											\$12,897		\$12,897
<b>5. UTILITY COORDINATION</b>	Davidson Engineering, Inc. (see attached)											\$12,000		\$12,000
<b>6. ROADWAY &amp; DRAINAGE DESIGN ANALYSIS</b>	14	4	149	132	196	0	0	68	0	0	0		563	\$89,227
<b>7. ROADWAY &amp; DRAINAGE PLANS</b>	8	2	68	55	124	0	0	98	53	0	0		408	\$58,255
<b>8. ENVIRONMENTAL AND PERMITTING SERVICES</b>	2	2	20	2	0	6	8	0	0	5	47		92	\$11,774
<b>9. S&amp;PM ANALYSIS &amp; PLANS</b>	1	2	13	24	29	0	0	16	18	0	0		103	\$14,797
<b>10. LIGHTING ANALYSIS &amp; PLANS</b>	2	2	21	32	20	0	0	13	17	0	0		107	\$16,718
<b>11. LANDSCAPING ANALYSIS AND PLANS</b>	David M. Jones, Jr. and Associates, Inc. (see attached)											\$18,360		\$18,360
<b>12. BID PHASE SERVICES</b>	7	0	9	3	4	0	0	0	0	0	0		23	\$4,622
<b>Total Hours</b>	90	13	327	256	373	6	8	203	88	5	47		1416	
<b>Total Staff Hour Cost</b>	\$22,145	\$4,020	\$71,695	\$43,505	\$38,811	\$586	\$749	\$27,021	\$9,075	\$737	\$3,868	\$77,351		\$299,561



## TASK 2 - PUBLIC INVOLVEMENT (KCA)

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

PUBLIC INVOLVEMENT  
 ESTIMATE OF WORK EFFORT

1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Environ. Specialist	Environ. Specialist	Total
Hourly Rates	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29	
<b>PUBLIC INVOLVEMENT</b>												
<b>General Activities</b>												
Coordination with Design Team												0
Develop and maintain mailing list												0
Develop and maintain email database												0
Prepare and distribute project contact cards												0
Communicate & coordinate onsite visits with affected parties	1											1
Review Advanced Notification Letter to elected officials/agencies												0
Review press releases/respond to media/media interviews	1											1
Prepare RoadWatch/project updates												0
Prepare materials, maps, flyers												0
Respond to requests/concerns from public	2											2
<b>Public Meetings (2)</b>												0
Secure public meeting sites												0
Review and approve newsletter/flyer (2)	2											2
Preparation of press release												0
Preparation of advertisements												0
Prepare meeting materials (display boards, Power Point presentation)			3	4				4				11
Attendance at Public Meetings	6		10									16
Documentation	2											2
<b>Small Group/Council Meetings (4)</b>												0
Prepare meeting materials (display boards, Power Point presentation)			2	4				4				10
Attendance	6		6									12
Documentation	2											2
<b>Subtotal</b>	<b>22</b>	<b>0</b>	<b>21</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59</b>
<b>TOTAL PUBLIC INVOLVEMENT HOURS</b>	<b>22</b>	<b>0</b>	<b>21</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59</b>
<b>TOTAL PUBLIC INVOLVEMENT COST</b>	<b>\$5,413</b>	<b>\$0</b>	<b>\$4,604</b>	<b>\$1,360</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,065</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,442</b>

# TASK 2 - PUBLIC INVOLVEMENT (CELLA MOLNAR)

City of Naples South Golf Drive  
 Cella Molnar & Associates, Inc.

CELLA MOLNAR & ASSOCIATES, INC. PUBLIC INVOLVEMENT TASKS		PROJECT MANAGER	PUBLIC INFORMATION SPECIALIST	PUBLIC INFORMATION SPECIALIST	ASSISTANT PUBLIC INFORMATION SPECIALIST	GRAPHIC/WE B DESIGNER	ADMIN	TOTAL HOURS	TOTAL FEE
1.0	<b>INITIAL PUBLIC INVOLVEMENT</b>	\$160.00	\$125.00	\$95.00	\$87.00	\$75.00	\$46.00		
1.01	Project review and coordination with team	8.0			8.0			16.0	\$1,976.00
1.02	Prepare Email Lists (elected officials, agencies, interested parties)				4.0		4.0	8.0	\$532.00
1.03	Develop website	6.0			12.0	24.0		42.0	\$3,804.00
	<b>TOTAL FOR INITIAL PUBLIC INVOLVEMENT</b>	<b>14.0</b>	<b>0.0</b>	<b>0.0</b>	<b>24.0</b>	<b>24.0</b>	<b>4.0</b>	<b>66.0</b>	<b>\$6,312.00</b>
2.0	<b>ADVANCED NOTIFICATION</b>								
2.01	Notification Letter to elected officials/agencies and interested parties	1.0		4.0				5.0	\$540.00
	<b>TOTAL FOR ADVANCED NOTIFICATIONS</b>	<b>1.0</b>	<b>0.0</b>	<b>4.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>5.0</b>	<b>\$540.00</b>
3.0	<b>PUBLIC Meetings (2)</b>								
3.01	Secure meeting site				2.0		2.0	4.0	\$286.00
3.02	Preparation of press release	1.0		2.0	2.0			5.0	\$524.00
3.03	Preparation of advertisements (2) (1/4 page naples Daily News)	1.0		2.0	2.0	2.0		7.0	\$674.00
3.04	Development of meeting materials (sign-in sheets, name tags,handouts, comment sheets, etc.)	1.0		4.0	8.0	6.0	2.0	21.0	\$1,778.00
3.05	Development, preparation & email of (2) Flyer	2.0		8.0	8.0	12.0		30.0	\$2,676.00
3.06	Setup and attend public meeting	12.0		12.0	12.0			36.0	\$4,104.00
	<b>TOTAL PUBLIC MEETINGS</b>	<b>17.0</b>	<b>0.0</b>	<b>28.0</b>	<b>34.0</b>	<b>20.0</b>	<b>4.0</b>	<b>103.0</b>	<b>\$10,022.00</b>
4.0	<b>SMALL GROUP MEETINGS (4)</b>								
	Schedule and attend small group meetings	8.0			4.0			12.0	\$1,628.00
	<b>TOTAL SMALL GROUP MEETINGS</b>	<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>4.0</b>	<b>0.0</b>	<b>0.0</b>	<b>12.0</b>	<b>\$1,628.00</b>
5.0	<b>PUBLIC INQUIRIES</b>								
	Maintain log and respond to inquiries	3.0			16.0		16.0	35.0	\$2,608.00
	<b>TOTAL PUBLIC INQUIRIES</b>	<b>3.0</b>	<b>0.0</b>	<b>0.0</b>	<b>16.0</b>	<b>0.0</b>	<b>16.0</b>	<b>35.0</b>	<b>\$2,608.00</b>
6.0	<b>PUBLIC INVOLVEMENT RECORDS</b>								
	Prepare technical memorandum summarizing public involvement	1.0		2.0	2.0			4.0	\$524.00
	<b>TOTAL PUBLIC INVOLVEMENT RECORDS</b>	<b>1.0</b>	<b>0.0</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.0</b>	<b>4.0</b>	<b>\$334.00</b>
	<b>TOTAL MANHOURS</b>	<b>44.0</b>	<b>0.0</b>	<b>34.0</b>	<b>80.0</b>	<b>44.0</b>	<b>24.0</b>	<b>225.0</b>	
	<b>TOTAL SALARY DOLLARS</b>	<b>\$7,040.00</b>	<b>\$0.00</b>	<b>\$3,230.00</b>	<b>\$6,960.00</b>	<b>\$3,300.00</b>	<b>\$1,104.00</b>		<b>\$21,444.00</b>
	<b>SALARY</b>								<b>\$21,444.00</b>
	<b>Non-Personnel reimbursable expenses (Public Meeting advertisement &amp; site rental to be paid by City)</b>								<b>\$0.00</b>
	<b>TOTAL LUMP SUM COMPENSATION</b>								<b>\$21,444.00</b>

## Project Fee Summary

Project Name: Naples Beach Restoration - South Golf Drive (KCA)

## TASK 3 - SURVEY

Task No.	Task Title	Principal Surveyor 135.00	Project Surveyor 105.00	Survey Tech 80.00	Admin Assistant 45.00	Field Tech 1-man 110.00	Field Crew 2-man 140.00	Field Crew travel 140.00	Fee
1.01	<b>Research / Project Preparation / Communication:</b> Prepare field and office project files. Communicate with client throughout project duration via emails and telephone calls. No on-site or in-office meetings with client are anticipated. Research plats, deeds and other maps. Calculate R/W lines, relevant property lines and easements for corner searches (covered with ECE). Research nearby benchmarks (covered with ECE).	2.00	1.00	0.00	1.00				\$420.00
2.01	<b>Field Services - Control</b> • Recover published NGS benchmarks or other project control in the project vicinity (covered with ECE) • Set 3-4 additional control points (so that none are more than 500' apart) and obtain horizontal values with RTK GPS • Obtain elevations for the 3-4 additional control points based on a closed optical level loop	1.00	1.00		1.00		6.00	2.00	\$1,405.00
2.02	<b>Field Services - Additional Topo Areas and x-sections</b> • Locate improvements within a strip of land lying 10' outside of the R/W lines (sidewalks, driveways, fences, walls, signs, mailboxes, utilities, trees, drainage structures) • Obtain cross-sections at 100' intervals so that when combined with the 100' intervals for ECE they will be at 50' intervals; obtain elevations at major grade breaks; • Obtain cross-sections and topographic data at intersecting streets extending 50 feet outside the right-of-way of South Golf Drive. • Obtain cross-sections and topographic data from the east end of ECE area to and including westerlymost travel lane of U.S. 41 (330 LF) and for the intersection of S. Golf Drive and Gulf Shore Blvd (75 LF) including 10' beyond R/W lines	2.00	3.00		1.00		24.00	6.00	\$4,830.00
2.03	<b>Field Services - Structures</b> • Horizontal and vertical data of visible drainage facilities and structures shall be collected within the right-of-way (and 10' beyond) including type, size, invert, length, top, weir, crest, sump elevations, end treatments and extents of rip-rap (16 CB and 10 SSMH)	1.00	2.00		1.00		16.00	4.00	\$3,190.00
3.01	<b>CAD / Maps / Deliverables:</b> Import field data; prepare CAD drawing (AutoCAD Civil 3D ver 2018) and a DTM surface file; provide along with a digitally signed Topographic Survey and an ASCII text file of point numbers, northings, eastings, elevations and descriptions (PNEZD).	4.00	12.00	12.00	1.00				\$2,805.00
<b>TOTAL HOURS</b>		10.00	19.00	12.00	5.00	0.00	46.00	12.00	<b>\$12,650.00</b>



# TASK 4 - GEOTECHNICAL SERVICES

## Ardaman Proposal No. 20-554Rev.02

<b>Project Name:</b>	South Golf Drive	<b>Date:</b> 11/10/2020
<b>Client:</b>	KCA	<b>County:</b> Collier

### Estimated Fee Schedule

Item	Unit	Rate	Quantity	Sub-Total
<b>Engineering Man-Hours</b>				
Principal Engineer	Hour	\$175.00	1	\$175.00
Senior Project Engineer	Hour	\$172.00	4	\$688.00
Project Engineer	Hour	\$120.00	10	\$1,200.00
Staff Engineer	Hour	\$105.00	14	\$1,470.00
Senior Engineering Technician	Hour	\$85.00	8	\$680.00
Technician	Hour	\$58.00	3	\$174.00
Technical Draftsperson	Hour	\$65.00	2	\$130.00
Technical Secretary	Hour	\$61.00	2	\$122.00
<b>Engineering Man-Hours - Sub-Total:</b>				<b>\$4,639.00</b>
<b>Pay Items</b>				
<b>1.0 MOBILIZATION</b>				
1.1 Mobilization and Demobilization of Drill Crew and Equipm	Each	\$375.00	1	\$375.00
<b>2.0 STANDARD DRILLING</b>				
2.1 Auger Borings (4-inch)	ft	\$12.30	75	\$922.50
2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50)			0	
2.3.1 from surface to 25 feet	ft	\$18.45	0	\$0.00
2.3.2 from 25 to 50 feet	ft	\$20.60	0	\$0.00
2.5 Furnish, Install and Remove Casing (up to 4-inch)				
2.5.1 from surface to 50 feet	ft	\$10.95	0	\$0.00
<b>4.0 OTHER CHARGES</b>				
4.1 Difficult Access, Hole location and set-up	Crew Hr	\$205.00	0	\$0.00
4.3 Standby Time	Crew Hr	\$205.00	0	\$0.00
4.4 Test Boring Permit(s)	Job	\$672.00	0	\$0.00
4.5 Right-of-Way Permit(s)	Job	\$103.20	1	\$103.20
<b>7.0 FIELD PERMEABILITY TESTS</b>				
7.2 Double Ring Infiltrometer Test (ASTM D 3385)	Each	\$700.00	0	\$0.00
<b>9.0 SOIL CLASSIFICATION TESTS</b>				
9.1 Moisture Content (ASTM D-2216)	Each	\$15.75	8	\$126.00
9.2 Organic Content (ASTM D 2974)	Each	\$36.50	2	\$73.00
9.4 Sieve Analysis (ASTM D-421, D-422)	Each	\$55.75	2	\$111.50
9.5 Percent Fines (ASTM D-1140)	Each	\$37.75	8	\$302.00
9.8 Atterberg Limits (ASTM D-4318)	Set	\$122.00	1	\$122.00
<b>10.0 COMPACT TESTS</b>				
10.3 Limerock Bearing Ratio (FM5-515)	Each	\$413.00	4	\$1,652.00
<b>20.0 CORING</b>				
20.1 Mobilization of Coring Equipment	Project	\$195.00	1	\$195.00
20.3. Two-Man Coring Crew (Senior Technician and Technicia	Hour	\$124.00	8	\$992.00
20.5 Asphaltic Concrete	Core	\$49.00	8	\$392.00
20.6 Limerock Base Thickness Determination	Hole	\$49.00	8	\$392.00
20.7 Maintenance of Traffic (MOT) by Subcontractor	Job	\$2,500.00	1	\$2,500.00
<b>Pay Items - Sub-Total:</b>				<b>\$8,258.20</b>
<b>Estimated Grand- Total:</b>				<b>\$12,897.20</b>



# TASK 5 - UTILITY COORDINATION

Civil Engineering • Planning • Permitting

*Designing Excellence*

## PROFESSIONAL SERVICES CONTRACT

### **Client Name & Address:**

Kisinger Campo and Associates  
 Attn: Adrienne Wisdom, P.E. ; Senior Roadway Engineer  
 13461 Parker Commons Blvd, Suite 104  
 Ft. Myers, FL 33912

### **Scope of Work:**

- Attend project kick-off, stake holder meetings & public meetings, as requested.
- Review survey of existing conditions to ensure all aboveground existing utility info has been collected by surveyor.
- Coordinate with surveyor to include City Utility GIS, private utility provider layouts (existing & planned) and potholing results on existing conditions, in order to avoid underground utility conflicts with proposed stormwater pipes.
- Research & coordination with adjacent proposed & future development property owners for incorporation of their utility design.
- Develop contact list of utilities affected within project limits.
- Coordination with City of Naples on any requested abandoned utilities requested to be removed.

### **General Notes:**

- All permit submittal fees if required will be provided by primary consultant.
- Revisions, as directed by the client, after substantial completion of the construction plans will be considered as an additional service. DE will notify the client immediately if this becomes an issue.
- This proposal assumes that the project will not be phased.

### **Client Authorization:**

I warrant and represent that I am authorized to enter into this contract for professional services, and I hereby authorize the performance of the above service and agree to pay the charges resulting therefrom, as identified in the "Fee Type" paragraph above. I have read, understand and agree to the Davidson Engineering, Inc. "Terms and Conditions", including limitation of liability, printed and attached hereto. This agreement gives no rights or benefits to anyone other than the client and the consultant, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole benefit of the client and the consultant. The client shall not assign nor transfer any rights under or interest in this agreement, or any claim arising out of the performance of services by consultant, without the written consent of the consultant.

**Date:** January 4, 2021

### **Project Name:**

South Golf Drive  
 Utility Coordination per  
 Roadway Design

City of Naples

### **Project Manager:**

Andrew Rath, P.E.

### **Email Address:**

[andrew@davidsonengineering.com](mailto:andrew@davidsonengineering.com)

**Fee Type:** Fixed Fee

**Fee Amount:** \$12,000

\_\_\_\_\_  
**Client Authorized Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Representing**

\_\_\_\_\_  
**Date**

## TASK 6 - ROADWAY AND DRAINAGE DESIGN ANALYSIS (KCA)

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

ROADWAY & DRAINAGE DESIGN ANALYSIS  
 ESTIMATE OF WORK EFFORT

1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Environ. Specialist	Environ. Specialist	Total
Hourly Rates	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29	
<b>GENERAL DESIGN ANALYSIS</b>												
<b>Drainage</b>												
Data Collection & Field Reviews			4	4	4							12
Base Clearance Water Elevation			3	2								5
Drainage Design Documetation Report			12	12	12							36
Drainage Map Hydrology			4		10							14
Stormsewer Design (20+)			16	24	20							60
Optional Pipe/Culvert Materials			2	4	6							12
Design of Ditches			4	10	20							34
Quantities			2	4	12							18
<b>Roadway</b>												
Data Collection & Field Reviews	2		4		4			2				12
Design Criteria/Documentation Report			4		4							8
Pavement Design			2	2								4
Typical Section Analysis	1		4	4				6				15
Intersection Analysis (2)			4	4	4			8				20
Driveway Analysis (48)			2	6	24			12				44
Geometric Analysis	3		16	28	40			28				115
Alternative Concepts Exhibits	2		4	4	12			12				34
MOT (Conceptual)			8	8	8							24
Quantities			2	12	16							30
Cost Estimate (60%, 90%, 100% & Final)	2		4	4								10
Quality Control	4	4	48									56
<b>Subtotal</b>	<b>14</b>	<b>4</b>	<b>149</b>	<b>132</b>	<b>196</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>563</b>
<b>TOTAL ROADWAY DESIGN ANALYSIS HOURS</b>	<b>14</b>	<b>4</b>	<b>149</b>	<b>132</b>	<b>196</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>563</b>
<b>TOTAL ROADWAY DESIGN ANLAYSIS COST</b>	<b>\$3,445</b>	<b>\$1,237</b>	<b>\$32,668</b>	<b>\$22,432</b>	<b>\$20,394</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,051</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$89,227</b>

# TASK 7 - ROADWAY AND DRAINAGE PLANS (KCA)

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

ROADWAY & DRAINAGE PLAN PREPARATION  
 ESTIMATE OF WORK EFFORT

1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Environ. Specialist	Environ. Specialist	Total
Hourly Rate	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29	
<b>ROADWAY &amp; DRAINAGE PLAN PREPARATION</b>												
<b>Roadway</b>												
Cover Sheet (1)					1				1			2
Project Layout				1	2				2			5
H & V Control Sheet				1					1			2
Soil Borings Sheet					1				1			2
Typical Section Sheet (2)			2	4	4							10
Miscellaneous Construction Details			2					8	8			18
General Notes				2	2				2			6
Summary of Quantities			2					8	8			18
Plan Profile Sheet (7 sheets)	1		4	6	12			12				35
Cross Sections (26 sheets)			4	6				12	16			38
Driveway Sections (16 sheets)			2					8	8			18
Utility Sheets (7 sheets)				2	2			7				11
SUE Data				1				1				2
MOT Plans (14 sheets - 2 Phases)	1		2	4	6			6	6			25
<b>Drainage</b>												
Drainage Map (1)			2		14							16
Summary of Drainage Structures (1)			2	4	10			6				22
Optional Pipe/Culvert Materials (1)			1		4							5
Drainage Structure Sections (20+)			4	6	20			18				48
Drainage Structure Details (2)			2	4	12							18
Lateral Ditch Sections			2	4	16			12				34
Erosion Control Sheets (7)				4	12							16
SWPPP Plans (3)			1		6							7
Quality Control	2	2	30									34
Specifications	4		6	6								16
<b>Subtotal</b>	<b>8</b>	<b>2</b>	<b>68</b>	<b>55</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>98</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>408</b>
<b>TOTAL ROADWAY PLAN HOURS</b>	<b>8</b>	<b>2</b>	<b>68</b>	<b>55</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>98</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>408</b>
<b>TOTAL ROADWAY PLAN COST</b>	<b>\$1,968</b>	<b>\$618</b>	<b>\$14,909</b>	<b>\$9,347</b>	<b>\$12,902</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,045</b>	<b>\$5,466</b>	<b>\$0</b>	<b>\$0</b>	<b>\$58,255</b>

## TASK 8 - ENVIRONMENTAL AND PERMITTING SERVICES (KCA)

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

PERMITTING  
 ESTIMATE OF WORK EFFORT

1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Environ. Specialist	Environ. Specialist	Total
Hourly Rates	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29	
<b>PERMITTING</b>												
Agency Meetings (2 meetings)	2		4	2							4	12
Prepare SFWMD Permit Application			8							2	12	22
Environmental Field Work						1	4				10	15
Environmental Tech Memo						4	4				10	18
Environmental Determination Worksheet						1					7	8
Permitting & RAI's			8								4	12
Quality Control		2								3		5
<b>Subtotal</b>	<b>2</b>	<b>2</b>	<b>20</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>47</b>	<b>92</b>
<b>TOTAL PERMITTING HOURS</b>	<b>2</b>	<b>2</b>	<b>20</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>47</b>	<b>92</b>
<b>TOTAL PERMITTING COST</b>	<b>\$492</b>	<b>\$618</b>	<b>\$4,385</b>	<b>\$340</b>	<b>\$0</b>	<b>\$586</b>	<b>\$749</b>	<b>\$0</b>	<b>\$0</b>	<b>\$737</b>	<b>\$3,868</b>	<b>\$11,774</b>

## TASK 9 - SIGNING & PAVEMENT MARKING ANALYSIS AND PLANS (KCA)

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

S&PM DESIGN AND PLAN PREPARATION  
 ESTIMATE OF WORK EFFORT

1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Environ. Specialist	Environ. Specialist	Total
Hourly Rate	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29	
<b>S&amp;PM DESIGN AND PLAN PLAN PREPARATION</b>												
Data Collection & Field Reviews			1	4	4							9
Design Analysis			1	8	8							17
Alternative Concepts Exhibits			1					4				5
Cover Sheet (1)					1			4				5
General Notes					3			2				5
Summary of Quantities				3	3							6
Signing and Marking Plans (7)			1	4	4			4	14			27
Guide Sign Worksheet(s)								2	4			6
Quantities				3	3							6
Construction Cost Estimate (60%, 90%, 100% & Final)			1	2	3							6
Quality Control	1	2	8									11
<b>Subtotal</b>	<b>1</b>	<b>2</b>	<b>13</b>	<b>24</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>103</b>
<b>TOTAL S&amp;PM DESIGN AND PLAN HOURS</b>	<b>1</b>	<b>2</b>	<b>13</b>	<b>24</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>103</b>
<b>TOTAL S&amp;PM DESIGN AND PLAN COST</b>	<b>\$246</b>	<b>\$618</b>	<b>\$2,850</b>	<b>\$4,079</b>	<b>\$3,017</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,130</b>	<b>\$1,856</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,797</b>

## TASK 10 - LIGHTING ANALYSIS AND PLANS (KCA)

Kisinger Campo & Associates  
 South Golf Drive Design Engineering Services  
 City of Naples Project No. 20-042

LIGHTING DESIGN AND PLAN PREPARATION  
 ESTIMATE OF WORK EFFORT

1/4/2021

	Senior Project Manager	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Tech	Tech	Senior Designer	Designer	Senior Environ. Specialist	Environ. Specialist	Total
Hourly Rate	\$246.05	\$309.23	\$219.25	\$169.94	\$104.05	\$97.60	\$93.59	\$133.11	\$103.13	\$147.31	\$82.29	
<b>LIGHTING DESIGN &amp; PLAN PREPARATION</b>												
Data Collection & Field Reviews	1		1	2	2							6
Lighting Design Analysis Report			2	6	6							14
Voltage Drop Calculations			4	4								8
Design Analysis			2	4	4							10
Design Documentation			2	4								6
Cover Sheet (1)									1			1
General Notes					2			2				4
Summary of Quantities				2	3			2	2			9
Pole Data, Legend and Criteria			2	2				3				7
Service Point Details				4				2	2			8
Lighting Plan Sheets (7)			2					4	12			18
Quantities			1	2	2							5
Construction Cost Estimate (60%, 90%, 100% & Final)			1	2	1							4
Quality Control	1	2	4									7
<b>Subtotal</b>	<b>2</b>	<b>2</b>	<b>21</b>	<b>32</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>107</b>
<b>TOTAL LIGHTING DESIGN &amp; PLAN HOURS</b>	<b>2</b>	<b>2</b>	<b>21</b>	<b>32</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>107</b>
<b>TOTAL LIGHTING DESIGN &amp; PLAN COST</b>	<b>\$492</b>	<b>\$618</b>	<b>\$4,604</b>	<b>\$5,438</b>	<b>\$2,081</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,730</b>	<b>\$1,753</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,718</b>



# TASK 11. LANDSCAPING ANALYSIS AND PLANS

## David M. Jones, Jr. and Associates, Inc FEE ESTIMATE

### TASK 11. LANDSCAPING ANALYSIS AND PLANS

SOUTH GOLF DRIVE

12/31/2020

		PLA	SLA	LA	DES	CADD	ADMIN	
	Hourly Rates	\$140	\$125	\$100	\$80	\$65	\$50	
1.00								
1.01	Kick off Meeting	3					1	
1.02	Progress Meetings (1)	3					1	
1.03	Stakeholders Meetings (1 )	3					1	
1.04	Design Public Meetings(2)	8						
3.00	Survey and SUE							
3.01	Field Reviews	4		8		4		
6.00								
6.01	Design Reviews w/ Engineer	3	2					
6.02	Progress Meetings (1)	3						
6.03	Stakeholders Meetings (2 )	8						
11.00	Landscaping Analysis and Plans							
11.10	City Staff Meeting	4						
11.20	Planting Design (60%)	4	12			10		
	Planting Details/Notes/Plan Set		2			3	1	
11.30	Irrigation Design (60%) LS	2	2			4		
	Irrigation Details/Notes/Plan Set	1	2			2		
11.40	Planting Design (90%)	2	4			2		
	Planting Details/Notes/Plan Set		2					
11.50	Irrigation Design (90%) LS	2	4					
	Irrigation Details/Notes/Plan Set	1	2					
11.60	Planting Design (100%)	2	4			4		
	Planting Details/Notes/Plan Set	1	2			2		
11.70	Irrigation Design (100%) LS	2	4			3		
	Irrigation Details/Notes/Plan Set	1	2			2		
11.80	Final Plans (signed Sealed)	4	2				2	
11.90	Specifications	2	2				2	
	<b>TOTAL</b>	<b>63</b>	<b>48</b>	<b>8</b>	<b>0</b>	<b>36</b>	<b>8</b>	
		<b>\$8,820</b>	<b>\$6,000</b>	<b>\$800</b>	<b>\$0</b>	<b>\$2,340</b>	<b>\$400</b>	<b>\$18,360</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-1through C-\_\_ ]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **Senior Vice President / Director of Production of the Kisinger Campo & Associates, Corp.** 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 8th day of January, 2021.

By:   
(Thomas J. Shaw, PE)