

**CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSULTANT SERVICES)**

Bid/Proposal No. 15-014

Clerk Tracking No. 15-00018

Project Name: **Parks Master Plan**

THIS AGREEMENT (the "Agreement") is made and entered into this ^{17th} 18th day of February 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Barth Associates, LLC** a Florida Limited Liability Company authorized to do business in the State of Florida, whose business address is: 10030 SW 52nd Road; Gainesville, Florida 32608 (the "CONSULTANT").

WITNESSETH:

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

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

WHEREAS, the CONSULTANT represents that it has expertise in the type of consultant 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 CONSULTANT are generally described as **Parks Master Plan** 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 consultant services to be provided and performed by the CONSULTANT pursuant to this Agreement. This Agreement does not cover Professional Services as outlined in Florida Statute Sec. 287.055.

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

1.4. 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 consultant to serve as the CONSULTANT'S project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of consultant 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 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 CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

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

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONSULTANT'S services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

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

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

2.2. The Project Coordinator shall:

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **September 30, 2015 with a 60-day** project close out time frame from final completion. 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 **\$78,500.00** 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.

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

7.1. 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.

**ARTICLE EIGHT
SERVICES BY CONSULTANT'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONSULTANT'S own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONSULTANT, as independent CONSULTANT or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

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

**ARTICLE TEN
TERMINATION OR SUSPENSION**

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

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

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONSULTANT. In the event of such termination for convenience, the CONSULTANT'S recovery against the CITY shall be limited to that portion of the

fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination, but the CONSULTANT shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

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

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

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

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

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

Barth Associates, LLC
10030 SW 52nd Road
Gainesville, Florida 32608
Attention: **David L. Barth**, Principal
FEI/EIN Number: 47-2579161 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, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

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.

ARTICLE FIFTEEN APPLICABLE LAW

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

END OF ARTICLE PAGE

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

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

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

Approved as to form
and legal sufficiency:

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

CONSULTANT:

Barth Associates, LLC
10030 SW 52nd Road
Gainesville, Florida 32608
Attention: **David L. Barth**, Principal
FEI/EIN Number: 47-2579161 State (FL)
A Florida Limited Liability Company

By: *David Barth* DAVID BARTH
Its: *Principal*

Yoonsuk Park
Witness

Yoonsuk Park
Witness Printed Name

On this 9th day of February,
2015
state of Florida
County of Alachua

(CORPORATE SEAL)



YOONSUK PARK
MY COMMISSION # EE 129837
EXPIRES: November 25, 2015
Bonded Thru Budget Notary Services

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement is included in Exhibit A-1 which is attached and made a part of this Agreement and those set out in the Vendor's Submittal of (RFP) Request For Proposal No. 15-014, titled Parks Master Plan herein referenced and made a part of this Agreement.

END OF EXHIBIT A

City of Naples Parks Master Plan RFP **Scope of Services**

The following scope of services is presented for consideration and development of proposals. Some elements identified below may be eliminated or modified for this particular project. Final elements will be determined following selection of the consultant.

The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

PURPOSE

The City of Naples Community Services Department (Parks and Recreation) focus is to provide the public, both residents and visitors, with unique recreation experiences. The City's parks, open space, and recreation facilities contribute to the health of the community's residents, enhance the integrity and quality of the natural environment, and attract visitors to the community, thereby contributing to local tourism and economic development. To optimize the City's existing parks and recreation resources and assets, as well as strategically plan for the future, the City is interested in preparing a Parks and Recreation Master Plan. The master planning process is designed to ensure that City of Naples legacy of parks and open spaces will continue into the future and that community resources will be dedicated to programs and facilities that are desired by and will be utilized by citizens.

This Scope of Services is organized into the following tasks:

Task 1 – Project Kick-Off, Existing Conditions Inventory and Analysis

Task 2 – Review of Plans and Documents

Task 3 – Public Engagement

Task 4 – Development of Supply/Demand & Demographics/Trend
Analysis

Task 5 – Needs Assessment; Development of Vision, Design Guidelines and
Implementation Strategy

Task 6 – Master Plan Development

PROJECT TIMELINE

It is the intent of the City, subject to the recommendations of the selected consultant, to present a Conceptual Master Plan for this project prior to June 2015 and to present a Final Master Plan for City Council consideration prior to August 2015 and adoption of Master Plan in September 2015.

Public Involvement:

This project shall include public involvement, with participation from City Council, City staff, City Advisory Boards (example - Community Services Advisory Board – CSAB; Planning Advisory Board - PAB), Naples Pathways Coalition (NPC), property owners/neighborhood associations (including Presidents Council), community stakeholders and park users. Tasks shall include:

- Assist City staff with developing and completing a public involvement process that encourages diverse participation.
- Attend meetings to gather input and provide project updates.
- Provide graphic and written information as required to support public outreach effort. Preparation of GIS information highly desirable.
- The selected Consultant must be prepared to present project updates at City Council meetings or CSAB meetings at various stages of task completion (meetings may be held jointly or separate as determined by City staff and firm).

Task 1 – Project Kick-Off, Existing Conditions Inventory and Analysis

Project Kick-Off Meeting

The Consultant will facilitate a kick-off meeting with key City staff to receive available information related to the project, identify and discuss any technical and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule. The Consultant should be prepared to:

- Prepare a report that identifies and summarizes issues and opportunities.
- Present information to City Council and Advisory Boards understanding City Council's sentiment towards the needs, desires, opportunities and constraints of City parks, facilities and programs.

Inventory

The Consultant, with staff assistance will develop a comprehensive inventory of the City's existing parks and recreation facilities that will include the following:

- Park type and purpose
- Park location (address)
- Acreage
- Inventory of facilities and amenities
- Assessment of physical conditions and functionality
- Available programs and events
- Maps illustrating the location and each type of park
- Maps illustrating pedestrian, bicycle and vehicular access to all City parks

Task 2 – Review of Plans and Documents

This task includes a review of plans and documents that are relevant to the development of the Final Master Plan. This review includes, but is not limited to the following:

- Comprehensive Plan
 - Level of Service, Recreation and Open Space Element, Vision Plan
- City of Naples Bicycle and Pedestrian Master Plan
- Parks Connectivity
- Community Redevelopment Area Master Plan
- Baker Park Design

- Collier County Parks and Recreation Master Plan
- City of Naples Capital Improvement Plan – Parks and Recreation
- City of Naples Budget – Parks and Recreation
- Blue Zone Initiative

Task 3 – Public Engagement

The kick-off to the public and participatory phase of this planning effort will re-evaluate, and re-affirm as appropriate, the community vision for the City of Naples parks system. Particular emphasis must be placed on utilizing a diverse array of outreach methods, expanding the overall number of participants and age range of participants, facilitating participation by under-represented populations (seniors, children, youth, young adults, families, ethnic groups, low to moderate income neighborhood, etc.). The Consultant must be prepared to demonstrate how this will be achieved.

Task 4 – Development of Supply/Demand & Demographics/Trend Analysis

The Consultant must evaluate the nature in which City of Naples existing parks, facilities and recreation programming meet, or do not meet user demands and expectations and prepare recommendations that include or address the following:

- Analyze demographics and trends
- Analyze parks, programs, services and related finances
- Review the organizational structure for the management of parks and recreation amenities
- Land to population ratio
- Target service area
- Identify surpluses and deficiencies

The Consultant, through reasonable consultation and investigation, should attempt to identify any forthcoming trends that might affect the provision of programming services in the City of Naples and make recommendations on how to address them.

Task 5 – Needs Assessment; Development of Vision, Design guidelines and Implementation Strategy

Needs Assessment

The Consultant must prepare, distribute and evaluate a Needs Assessment (formal survey) to identify the assets and constraints of the existing system, identify standards for future development, and assess the current and future needs and priorities of the City's parks and recreation system.

The formal survey, whether developed as a mail-out document or a web based survey, must include a structured, random sample of households within the City and individual neighborhoods. The Consultant must advise how the survey will be properly maintained, controlled and how survey duplications will be avoided.

Summer months will result in low survey participation as many residents reside out of state during the summer months. The milestone schedule to be provided by the Consultant must address method(s) to achieve greatest participation.

The formal needs assessment survey will include but not be limited to questions formulated relative to the following topics:

- Resident use of parks/facilities/programs
- General questions about City of Naples parks
- What resident families do for recreation
- Residents recommendations for improvements
- The importance, benefit or influence of parks and recreation activities on residential life and sense of community
- General information about resident/family completing the survey

The results of this task are to be documented in the Parks and Recreation Master Plan to include but not limited to the following:

- Prioritize demands and identify parks and recreation opportunities
- Establish level of service guidelines
- Develop policy recommendations
- Provide a strategic action plan
- Integrate the City's Bicycle and Pedestrian Master Plan into the Parks and Recreation Master Plan

Facility Planning and Design Analysis

The facility planning and design analysis to be completed by the Consultant will include the following components.

Park Land Analysis – An analysis of the existing and projected park land needs will be determined based on standards identified in the Comprehensive Plan, as well as a review of the National Recreation and Park Association (NRPA) acreage guidelines.

Park Facility and Design Analysis – An analysis of the existing and projected park facility needs will be determined based on a review of the NRPA facility guidelines; Recommendations are to address and establish a connected system of parks with aesthetic standards for improving a unified look for the parks system, establishing a desired identity/theme/brand.

Task 6 – Master Plan Development (Final Plan)

The Master Plan for the parks and recreation system of the City of Naples should reflect the needs of the residents and visitors by setting standards for appropriate service, document a comprehensive graphic record of the process, and provide a guiding document for the future.

The standards, through a strategic action plan should identify the essential facilities needed to provide and sustain the level of park and recreation services that are consistent with the Comprehensive Plan that are supported and desired by the residents and necessary to support the City's seasonal visitor population.

The Final Master Plan must be formatted with a template that may be updated every three to five years, or as desired by the City.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment on a monthly basis on the percentage of work completed and as indicated in Exhibit B-1 which is attached and made a part of this agreement.

Retainage: Not applicable to this Agreement.

END OF EXHIBIT B

G. Proposed Fees and Rates

Fees

Our proposed fee to complete the tasks outlined in the city's scope of services is \$58,500.00 as shown in Exhibit A on the following page.

Additional Services

Additional, optional services include:

1. Statistically-valid Mail/Telephone survey - \$10,000.00
2. Two day Visioning Workshop - \$10,000.00

Hourly Rates

- David Barth, Principal-in-Charge, Principal Parks Planner - \$160.00/hour
- Carlos Perez, Project Manager, Parks Planner, Urban Designer - \$100.00/hour
- Neelay Bhatt, Recreation Planner - \$135.00/hour
- Ron Vine, Survey Consultant - \$160.00/hour
- Jay Exum, PhD, Ecologist - \$160.00/hour
- Lynn Hays, Editor - \$75.00/hour
- Denise Barth, Administrative Assistant - \$50.00/hour
- Graphic Designer - \$70.00/hour

Additional Site Visits

Additional costs for site visits that may be requested beyond the three (3) required site visits is \$2,000.00/visit, including expenses.

Exhibit A

Cost Schedule

	Cost
Task 1 – Project Kick-Off. Existing Conditions Inventory and Analysis	\$ 13,100
Task 2 – Review of Plans and Documents	\$ 800
Task 3 – Public Engagement	\$ 7,300
Task 4 – Development of Supply/Demand & Demographics/Trend Analysis	\$ 11,700
Task 5 – Needs Assessment: Development of Vision, Design Guidelines and Implementation Strategy (not including mail/telephone survey or visioning workshop)	\$ 8,000
Task 6 – Master Plan Development	\$ 17,600
Total - Maximum Professional Fee amount inclusive of all fees and expenses	\$ 58,500

Additionally, please separately provide:

- Hourly rates for all consultant staff members and sub-consultant staff members who may work on this project.
- Include any additional costs for site visits that may be requested beyond the three (3) required site visits.

Company Name Barth Associates, LLC **PH** (561) 308-9937

Email dbarthla@gmail.com

Name and Title of individual completing this schedule:

David L. Barth Principal
(Printed Name) **(Title)**

David L. Barth 1/15/15
(Signature) **(Date)**

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The CONSULTANT shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any sub-consultant similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the CONSULTANT'S insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the CONSULTANT shall provide, and shall cause each sub-consultant to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

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.

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:

The City of Naples
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.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Principle of the Barth Associates, Limited Liability 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.

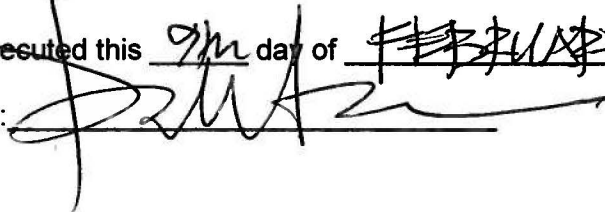
3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any 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 CONSULTANTS's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 9th day of FEBRUARY, 2015.
By: 

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Alachua

SWORN TO AND SUBSCRIBED before me this 9th day of February, 2015.

The Affiant, David L. Burtch, is [] personally known to me or [X] has produced

FL DL B630-172-55-214-D as identification, which is current or has been issued within the past five years and

bears a serial number of other identifying number.

Yoonsuk Park
Print Name:

[Signature]
NOTARY PUBLIC - STATE

OF Florida

Commission Number: _____

My Commission Expires: _____

(Notary Seal)



YOONSUK PARK
MY COMMISSION # EE 129837
EXPIRES: November 25, 2015
Bonded Thru Budget Notary Services