

PROFESSIONAL SERVICES AGREEMENT

Bid/Proposal No.

Contract No. _____

Project Name **Storm Water Quality Sampling Analysis**

THIS AGREEMENT is made and entered into this 7th day of March, 2012, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **AMEC Environment & Infrastructure, Inc.** a Florida Corporation, whose business address is 404 SW 140th Terrace, Newberry Florida, 32669-30000 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional consulting engineering services of the CONSULTANT concerning the storm water quality sampling, analysis and reporting at various locations throughout the City (hereinafter referred to as the "Project"), said services being more fully described in **Exhibit A**, "Scope of Services", which is attached hereto and incorporated herein; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and
WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. CONSULTANT shall provide to OWNER professional consultant engineering services in all phases of the Project to which this Agreement applies.

1.2. The Basic Services to be performed by CONSULTANT hereunder are set forth in the Scope of Services described in detail in Exhibit A. The total compensation to be paid CONSULTANT by the OWNER for all Basic Services is set forth in Article Five and Exhibit B, "Basis of Compensation", which is attached hereto and incorporated herein.

1.3. 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.

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

provide such services.

1.5. CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as 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. Within five (5) calendar days from the Notice to Proceed issued by the OWNER to the CONSULTANT, the CONSULTANT shall deliver to the OWNER a written statement, executed by the proper officers of the CONSULTANT, acknowledging that the Project Manager shall have full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the OWNER.

1.6. CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the OWNER, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the OWNER shall request in writing to be removed, which request may be made by the OWNER with or without cause.

1.7. The CONSULTANT has represented to the OWNER 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 OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, 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 hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.8. CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'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, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the OWNER.

1.10. Evaluations of the OWNER'S Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of

construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, CONSULTANT shall revise and modify Construction Documents and assist in the rebidding of the Work at no additional cost to OWNER, if all responsive and responsible bids exceed the estimates of construction costs prepared by CONSULTANT.

1.11. CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

1.12 CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement.

(a) For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council.

(b) 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.

(c) In the event CONSULTANT violates the provisions of this paragraph, CONSULTANT shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER 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 two (2) years of gross compensation from OWNER, whichever is greater.

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

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

ARTICLE TWO ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional

Services of the types listed in Article Two herein. These services will be paid for by OWNER as indicated in Article Five and Exhibit B. The following services, if not otherwise specified in Exhibit A as part of Basic Services, shall be Additional Services:

2.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans, bond issues or advances in connection with the Project.

2.2. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.3. Preparation and submission of information to and necessary consultations with Collier County, Florida Department of Environmental Protection, Florida Department of Transportation, South Florida Water Management District, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by CONSULTANT hereunder as set forth in the Exhibit A Scope of Services.

2.4. Providing renderings or models for OWNER's use.

2.5. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.

2.6. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by CONSULTANT hereunder.

2.7. Services during out-of-town travel required of CONSULTANT and directed by OWNER, other than visits to the Project site or OWNER's office.

2.8. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

2.9. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.

2.10. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

2.11. Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations

which are included as part of the Basic Services to be provided herein).

2.12. Additional services rendered by CONSULTANTS in connection with the Project, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE THREE OWNER'S RESPONSIBILITIES

3.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to 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 hereunder;
- (b) The time the CONSULTANT is obligated to commence and complete all such services;
or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONSULTANT.

3.2. 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) Provide all criteria and information requested by CONSULTANT as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

(c) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the OWNER'S possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project

(d) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

(e) Provide notice to CONSULTANT of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONSULTANT hereunder.

3.3. CONSULTANT acknowledges that access to the Project Site, to be arranged by OWNER for

CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

3.4. OWNER shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

ARTICLE FOUR TIME

4.1. Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and shall be performed and completed by **February 28, 2013**. Time is of the essence with respect to the performance of this Agreement.

4.2. Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of 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 OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONSULTANT's sole remedy against OWNER 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. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within 12 months of the date hereof, the CONSULTANT's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT after expiration of said twelve month period.

4.4. 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 OWNER hereunder, the OWNER 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 OWNER's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the OWNER for services rendered hereunder by CONSULTANT shall be **an amount not to exceed \$59,015.00** as prescribed in **Exhibit B**, entitled "Basis of Compensation", which is attached hereto and made a part hereof.

**ARTICLE SIX
OWNERSHIP OF DOCUMENTS**

6.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of OWNER. CONSULTANT, at its own expense, may retain copies for its files and internal use. OWNER agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorneys fees incurred by CONSULTANT due to the OWNER's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project unless such use is authorized by CONSULTANT.

6.2. With respect to and in consideration for the indemnification provided by OWNER in paragraphs 6.1. above, CONSULTANT agrees to pay to OWNER \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

**ARTICLE SEVEN
MAINTENANCE OF RECORDS**

7.1. CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by 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. OWNER, or any duly authorized agents or representatives of OWNER, 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 five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE EIGHT
INDEMNIFICATION**

8.1. The CONSULTANT (or Design Professional) agrees to indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by Consultant in the performance of the contract.

8.2. CONSULTANT acknowledges that the general conditions of any contract shall include language, satisfactory to the OWNER's attorney, in which the contractor agrees to hold harmless and to defend OWNER, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.

ARTICLE NINE

INSURANCE

9.1. CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in **EXHIBIT C** to this Agreement.

ARTICLE TEN SERVICES BY CONSULTANT'S OWN STAFF

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

ARTICLE ELEVEN WAIVER OF CLAIMS

11.1. 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 OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONSULTANT.

ARTICLE TWELVE TERMINATION OR SUSPENSION

12.1. CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for OWNER 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 OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of 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 OWNER may so terminate this Agreement, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice.

12.2. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.1, then the notice of termination given pursuant to paragraph 12.1 shall be deemed to be the notice of termination provided for in paragraph 12.3 below and CONSULTANT's remedies against OWNER shall be the same as and limited to those afforded CONSULTANT under paragraph 12.3 below.

12.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against OWNER 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 CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

12.4. Upon termination, the CONSULTANT shall deliver to the OWNER all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

12.5. The OWNER shall have the power to suspend all or any portions of the services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the CONSULTANT's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE THIRTEEN TRUTH IN NEGOTIATION REPRESENTATIONS

13.1. CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.2. In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as **Exhibit D**, stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the Agreement. The CONSULTANT agrees that the original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE FOURTEEN CONFLICT OF INTEREST

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

ARTICLE FIFTEEN MODIFICATION

15.1. 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 SIXTEEN NOTICES AND ADDRESS OF RECORD

16.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following

OWNER's address of record:
City Council
City of Naples
735 Eighth Street South
Naples, Fl. 34102-3796
Attention: **A. William Moss, City Manager**

16.2. All notices required or made pursuant to this Agreement to be given by the OWNER to the CONSULTANT shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONSULTANT's address of record:

CONSULTANT's address of record:
AMEC Environment & Infrastructure, Inc.
404 SW 140th Terrace
Newberry, Florida 32669-30000
Attention: **Mark C. Diblin, Vice President**

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

ARTICLE SEVENTEEN MISCELLANEOUS

17.1. CONSULTANT, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

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

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

17.4. 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.

17.5. 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.

17.6. 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.

17.7. The CONTRACTOR 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 CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "E"**.

ARTICLE EIGHTEEN APPLICABLE LAW

18.1. 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.

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

ATTEST:

OWNER:
CITY OF NAPLES, FLORIDA,
A MUNICIPAL CORPORATION

By: _____
City Clerk

By: _____
A. William Moss, City Manager

Approved as to form and
legal sufficiency:

Robert D. Pritt, City Attorney

CONSULTANT:
AMEC Environment & Infrastructure, Inc.

By:
Printed Name
Title:

(CORPORATE SEAL)

witness

Consultant Services Agreement
115798_1.WP5
Revised 7/8/03

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT hereby agrees to provide professional consulting engineering services from time-to-time on an on-going basis as needed and requested by the OWNER concerning certain design services for geo-technical/environmental engineering, including, but not limited to, pre-design analysis, design construction drawings, construction documents, permitting, bidding and negotiating services and construction inspection services, etc.

Scope of Work

During this fiscal year AMEC will conduct stormwater and lake monitoring following similar protocols applied during the monitoring program conducted in 2010-2011. However AMEC proposes to fill data gaps by monitoring lake systems that were identified as priority systems in the Annual Report for the 2010-2011 monitoring period (AMEC, 2011), but which have limited data available at this time. A portion of the investigations conducted in 2010-2011 attempted to identify sources of stormwater pollutants by further investigation at sample locations with relatively high concentrations of pollutants. Source identification will be extended by analysis of caffeine which has been shown effective as a “fingerprint” indicating human wastes (leaking sewers or septic systems). Analysis for caffeine is relatively expensive, so a limited number of samples will be recommended for analysis of caffeine to determine if human sanitary waste is entering the stormwater conveyances of the City.

Task 01 – Continued Quarterly Monitoring of 3 Pump Stations

Stormwater samples will be collected quarterly from pump stations identified as 11-PUMP, 14-PUMP, and PW-PUMP in our previous reports. All samples will be analyzed for total nitrogen (TN), total phosphorus (TP), total suspended solids (TSS), copper, fecal coliform, and enterococcus. Temperature, dissolved oxygen, and conductivity will be measured in the field using an YSI multiprobe meter. The three pump stations will continue to be monitored on a quarterly basis to provide a better indication of baseflow loadings to downstream waterbodies. These data represent a large volume of stormwater.

Task 02 – Comprehensive Lake Condition Assessment and Source Identification

Water samples will be collected twice during this fiscal year from 19 stormwater lakes. These lakes were selected based on priorities established by the past annual monitoring and modeling report (AMEC, 2012). Sampling frequency will be semi-annual (one wet season, one dry season). The proposed sampling will allow for better condition assessment and further refinement of the prioritization analysis performed in 2011. In addition, 12 samples will be collected as source tracking locations, and will sample conveyances believed to have elevated pollutant concentrations. The basis for anticipated elevated pollutant concentrations will be all past data, as well as the results of the prioritization analysis performed as part of 2011 work efforts. The locations will be developed in consultation with the City. The source identification samples will be analyzed for all of the previously mentioned constituents as well as caffeine. In addition the cost estimate provides for analysis of caffeine in eight (8) additional samples collected during either Task 01 or Task 02. In other words, eight (8) of the 12 quarterly pump station samples or 36 biannual lake assessment samples will be analyzed for caffeine, at the discretion of the City. AMEC will develop a list of sample locations, already identified for Task 01 or Task 02, for analysis of caffeine prior to each sampling event, and these analyses will be performed with the City’s concurrence.

Task 03 – Public Outreach Support

AMEC will support the City in Public Outreach to citizens and / or businesses in the community regarding actions they can take to reduce stormwater pollutant loading. This support may include development of informational packets and direct communications with citizens. It is anticipated the outreach program will focus on lake basins with relatively high stormwater pollutant loadings. It is anticipated that City staff will also participate in direct communications with citizens or businesses. This proposal provides for 40 hours of support at the Staff Scientist / Engineer level, with additional effort (12 hours) at Senior or Principal Scientist / Engineer level, who would participate in preparation of information packets and reviewing or modifying approaches for direct contact.

Task 04 – Prepare Two (2) Biannual Reports, Participate in One (1) Meeting

AMEC will mobilize for the first biannual and quarterly sampling event within 15 business days of receipt of authorization. A biannual report will be delivered within three (3) months of authorization to proceed. Within 30 days of the final contracted sampling event, AMEC will provide the City with the second Biannual Report.

Schedule

AMEC will mobilize for the first biannual and quarterly sampling event within 15 business days of receipt of authorization. A biannual report will be delivered within three (3) months of authorization to proceed. Within 30 days of the final contracted sampling event, AMEC will provide the City with the second biannual Report.

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing Basic Services as set forth herein in Exhibit A, OWNER agrees to pay, and CONSULTANT agrees to accept, the fees in accordance with Attachment A entitled "Schedule Fees for Basic Services", Attachment B entitled "Consultant's Employee Hourly Rate Schedule" and Attachment C entitled "Consultant's Estimate of Additional Services".

Exhibit B-1

City of Naples				
Estimate for Water Quality Monitoring, Automated Composite Sampling, Public Outreach, and Reporting				
AMEC Environment and Infrastructure, Inc.				
Prepared February 2, 2011				
TASK 01 - Continued Quarterly Monitoring of 3 Pump Stations				
Labor/Expense Title	Units	Rate	Quantity	Total
Senior Project Manager	Per Hour	\$ 164.00	6	984
Senior Engineer/Scientist	Per Hour	\$ 113.00	6	678
Project Engineer/Scientist	Per Hour	\$ 82.00	32	2,624
Sr Contract Administrator	Per Hour	\$ 76.00	1	76
Project Accountant I	Per Hour	\$ 62.00	4	248
Word Processor	Per Hour	\$ 67.00	2	134
CADD/GIS	Per Hour	\$ 62.00	2	124
Clerical/Admin	Per Hour	\$ 46.00	4	184
Truck/Trip	Per Day	\$ 40.00	4	160
Meters (Turb, multi-meter)	Per Day	\$ 120.00	4	480
Sample Kit - Supplies/Expendables/ice	Per Day	\$ 20.00	4	80
Laboratory Fees	Project	\$ 183.15	12	2,198
Miscellaneous charges estimate (shipping,contingency)	Project	\$ 100.00	4	400
Sub Total Task 01				7,386
TASK 02 - Biannual Assessment (quality of 18 lakes, source identification)				
Labor/Expense Title	Units	Rate	Quantity	Total
Senior Project Manager	Per Hour	\$ 164.00	12	1,968
Senior Engineer/Scientist	Per Hour	\$ 113.00	8	904
Project Engineer/Scientist	Per Hour	\$ 82.00	120	9,840
Staff Engineer/Scientist II	Per Hour	\$ 69.00	120	8,280
Sr Contract Administrator	Per Hour	\$ 76.00	4	304
Project Accountant I	Per Hour	\$ 62.00	4	248
Word Processor	Per Hour	\$ 67.00	4	268
Truck/Trip	Per Day	\$ 40.00	2	80
Meters (Turb, multi-meter)	Per Day	\$ 120.00	2	240
Sample Kit - Supplies/Expendables/ice	Per Day	\$ 20.00	2	40
Laboratory Fees	Project	\$ 183.15	38	6,960
Laboratory Fee (Source Identification)	Project	\$ 513.15	12	6,158
Laboratory Fee (Caffeine)	Project	\$ 330.00	8	2,640
Miscellaneous charges estimate (shipping,contingency)	Project	\$ 200.00	2	400
Sub Total Task 02				38,330
TASK 03 - Public Outreach Support				
Labor/Expense Title	Units	Rate	Quantity	Total
Senior Project Manager	Per Hour	\$ 164.00	8	1,312
Senior Engineer/Scientist	Per Hour	\$ 113.00	4	452
Staff Engineer/Scientist II	Per Hour	\$ 69.00	40	2,760
Word Processor	Per Hour	\$ 67.00	6	402
Truck/Trip	Per Day	\$ 40.00	2	80
Sub Total Task 03				5,006
TASK 04 - Prepare Biannual Reports, Meeting to Present Results				
Labor/Expense Title	Units	Rate	Quantity	Total
Senior Project Manager	Per Hour	\$ 164.00	20	3,280
Senior Engineer/Scientist	Per Hour	\$ 113.00	8	904
Staff Engineer/Scientist II	Per Hour	\$ 69.00	40	2,760
Project Accountant I	Per Hour	\$ 62.00	2	124
Word Processor	Per Hour	\$ 67.00	6	402
CADD/GIS	Per Hour	\$ 62.00	12	744
Truck/Trip	Per Day	\$ 40.00	2	80
Sub Total Task 04				8,294
Total for All Tasks				59,015

REVISED 8/13/08

EXHIBIT B-2

**AMEC Environment & Infrastructure, Inc.
Professional Rate Schedule
Valid January 1 to December 31, 2012**

	Estimate fo
Environmental Engineering Services	Rate/hr
Chief Engineer/Scientist	\$170
Senior Principal Engineer/Scientist	\$164
Senior Project Manager	\$164
Principal Engineer/Scientist	\$128
Project Manager	\$125
Senior Engineer/Scientist	\$113
Project Engineer/Scientist	\$82
Senior Technician II	\$74
Staff II Engineer/Scientist	\$69
Staff I Engineer/Scientist	\$63
Senior Technician I	\$61
Technician II	\$46
Technician I	\$43
Survey	
	Rate/hr
Survey Manager	\$120
Survey Technician II	\$62
Survey Technician	Sub Total 1
Administrative Support	
	Rate/hr
Sr Project Accountant/Manager	\$96
Sr Subcontract Administrator	\$76
Technical Writer/Document Processor	\$67
Sr Project Administrator	\$63
Project Accountant	\$62
Sr Clerical	\$60
Project Administrator	\$55
Clerical	\$46
Technical Support	
	Rate/hr
Sr CADD/Draftsperson	\$76
CADD/Draftsperson	\$62

END OF EXHIBIT B

REVISED 8/13/08

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor 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 Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has 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 Contractor 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 subcontractor 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 Contractor'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 Contractor shall provide, and shall cause each subcontractor 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 Contractor 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 subcontractor 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 subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

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.

END OF EXHIBIT C

EXHIBIT D

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, **AMEC Environment & Infrastructure, Inc.**, a Florida Corporation, hereby certifies that wages, rates and other factual unit costs supporting the compensation for the consulting services of the CONSULTANT to be provided under the Professional Services Agreement, concerning the storm water quality sampling, analysis and reporting at various locations throughout the City, complete and current as of the time of contracting.

NAME OF CONSULTANT

AMEC Environment & Infrastructure, Inc.

By:

Printed Name:

Title:

END OF EXHIBIT D

EXHIBIT E

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **AMEC Environment & Infrastructure, Inc.** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, 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 CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, 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 CONTRACTOR, 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 CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2012. By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2010.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

Print Name:

NOTARY PUBLIC - STATE
OF _____

Commission Number: _____

My Commission

(Notary Seal)

Expires: _____