

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

Bid/Proposal No. 14-051

Clerk Tracking No. 14-00141

Project Name: Naples Water Quality Sampling Analysis Project

THIS AGREEMENT (the "Agreement") is made and entered into this 5th day of November 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **ENTRIX, Incorporated**, dba **Cardno ENTRIX** a Texas corporation, authorized to do business in the State of Florida, whose business address is: **13700 Ben C Pratt Six Mile, Cypress Parkway; Fort Myers, FL 33912** (the "CONSULTANT").

W I T N E S S E T H:

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

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

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required for the Project.

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

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by CONSULTANT are generally described as **Naples Water Quality Sampling Analysis Project** 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, 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 licensed professional to

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

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by 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 professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONSULTANT violates the provisions of this paragraph, the CONSULTANT shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

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

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative

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

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

Any such modifications or changes ((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 the CITY and CONSULTANT'S mutual acceptance to renew this Agreement for four (4) additional one-year periods. A **90-day** Project close out time frame will be allowed for the initial Project time frame and any subsequent renewals. 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 **\$168,680.00** 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. Compensation for any mutually agreed upon renewals will be based off of the hourly rates in **Exhibit A-1** and be contingent on a Department's adopted budget and its stated appropriation.

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:

ENTRIX, Incorporated; dba Cardno ENTRIX
13700 Ben C Pratt Six Mile, Cypress Parkway; Fort Myers, Florida 33912
Attention: **Daniel G. Hammond**, Senior Consultant
FEI/EIN Number: 76-0265862 State (TX)

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:

ENTRIX, Incorporated; dba Cardno ENTRIX
13700 Ben C Pratt Six Mile, Cypress Parkway
Fort Myers, Florida 33912
Attention: **Daniel G. Hammond**, Senior Consultant
FEI/EIN Number: 76-0265862 State (TX)
A Texas Corporation

By: *Daniel G. Hammond*

Its: *Branch Manager*

Daniel Hammond
Witness

Daniel Hammond
Witness Printed Name

(CORPORATE SEAL)

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.

END OF EXHIBIT A



**City of Naples, Florida
Streets and Stormwater Department
Naples Water Quality Analysis Project**

SCOPE OF SERVICES

Cardno ENTRIX (Cardno) is pleased to submit this Scope of Services to provide the City of Naples, Streets and Stormwater Department (City) with data analysis and collection services associated with the City's ongoing natural resource management efforts. This Scope is based on several conversations with Streets and Stormwater Department and Natural Resources Division staff regarding the need to quantify environmental effects of resource management decisions, identify trends in water quality and biology in Naples Bay (including the Gordon River), and identify any necessary changes to monitoring programs that will help achieve management goals. This Scope also covers the continuation of upland stormwater lake and pump station monitoring on the current schedule and recommendations for statistically valid revisions to stormwater lake and pump station monitoring locations and frequency to provide necessary information to residential associations and the public regarding management efforts.

This Scope is intended to be implemented immediately upon approval by Naples City Council and will continue through the end of the City's fiscal year (September 30, 2015). The sections below provide detail of each task to be completed by Cardno.

Task 1 – Upland Stormwater and Pump Station Monitoring

The upland stormwater and pump station monitoring will continue on the existing schedule until such time that data analyses of the existing data are complete and any recommendations for revisions to the program are made and approved by the City. The existing monitoring program includes quarterly monitoring at three pump stations (11-PUMP, 14-PUMP, and PW-PUMP). This Scope allows for the continuation of that schedule through September 30, 2015. Cardno will conduct a total of four quarterly monitoring events beginning in Quarter 4 of 2014 immediately upon approval and implementation of this Scope. Subsequent sampling events will be conducted in Quarters 1-3 of 2015.

Similar to the pump station monitoring, the stormwater lake monitoring will continue on the current schedule until such time that recommendations for revisions are made (as a result of efforts in Tasks 2 and 3 below) and approved by the City. The existing monitoring includes semi-annual water quality monitoring at 15 stormwater lakes. Data will be collected at the same 15 locations as previous monitoring to maintain consistency in the dataset. Based on discussions with the City, only one monitoring has been conducted in 2014 thus far. Therefore, this Scope includes a total of three monitoring events between approval of this Scope and September 30, 2015. This first will occur immediately following approval of this Scope before the end of Quarter 2014. The remaining two events will be conducted during the dry and wet season of 2015 to capture seasonal differences in water quality. Every effort will be made to collect water quality data in the stormwater lakes while they are discharging over the appropriate control structure. Cardno will communicate with the City to identify the most appropriate opportunities for sampling.

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The following table provides the parameters for the pump station and upland stormwater lake monitoring that will be measured and collected during the monitoring events.

Monitoring Location Description	Pump Station Monitoring	Stormwater Lake Monitoring
All applicable locations	temperature	temperature
All applicable locations	pH	pH
All applicable locations	conductivity/salinity	conductivity/salinity
All applicable locations	dissolved oxygen (mg/L & % sat)	dissolved oxygen (mg/L & % sat)
All applicable locations	turbidity	turbidity
All applicable locations	total Kjeldahl nitrogen	total Kjeldahl nitrogen
All applicable locations	nitrate+nitrite	nitrate+nitrite
All applicable locations	total ammonia as N	total ammonia as N
All applicable locations	total nitrogen	total nitrogen
All applicable locations	ortho-phosphorus	ortho-phosphorus
All applicable locations	total phosphorus	total phosphorus
All applicable locations	total suspended solids	total suspended solids
All applicable locations	copper*	copper*
All applicable locations	fecal coliform	fecal coliform
All applicable locations	enterococcus	enterococcus
Stormwater Lakes Only		chlorophyll-a
PW-Pump Only	arsenic	
PW-Pump Only	barium	
PW-Pump Only	cadmium	
PW-Pump Only	chromium	
PW-Pump Only	lead	
PW-Pump Only	mercury	
PW-Pump Only	selenium	
PW-Pump Only	silver	
PW-Pump Only	FL-PRO	

* Copper analyses will utilize MIBK extraction in brackish and saltwater samples

All samples will be collected according to Florida Department of Environmental Protection (FDEP) Standard Operating Protocols (SOP) by trained and experienced Cardno water resource professionals. Cardno adheres to a strict safety policy (Zero Harm) which requires two field samplers for all field activities. Therefore, costs are based on two samplers for all field events. Samples requiring laboratory analysis will be transported to Benchmark EnviroAnalytical, Inc. (Benchmark) for analysis. Benchmark is an FDEP certified and National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory.

Cardno will prepare a quarterly report summarizing the results of the pump station and stormwater lake monitoring. The first quarterly report will be completed upon completion of the Quarter 4 2014 monitoring events and will continue each calendar quarter through end of the fiscal year on September 30, 2015. A total of four quarterly reports will be prepared. Each report will provide a description of the previous quarter's monitoring activities, comparison of results to applicable Class II and III water quality criteria, and any recommendations for future monitoring activities.

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Following completion of Tasks 2 and 3 below, recommendations for revisions to the existing stormwater lake and pump station monitoring will be prepared and submitted to the City. Once approved by the City, the monitoring requirements discussed here may change. If changes to this monitoring Scope are necessary and approved by the City, Cardno will work with the City to implement the changes and the Scope and fee of the monitoring may be changed.

Task 2 – Existing Environmental and Statistical Data Analysis

This task focuses on a comprehensive review and evaluation of the City's existing water quality and biological data from the upland stormwater lake and pump station monitoring program and Naples Bay water quality and biological monitoring programs. At this time, the data analysis will focus on Naples Bay. Per discussions with the City, Moorings Bay may be included at a later date. This evaluation is designed to address several questions regarding the current and future management of the City's water resources. The specific topics of analysis and research were determined by the Naples Streets and Stormwater Department and Natural Resource Division staff in conjunction with Cardno. Each major topic of analysis is presented here in detail.

The cost estimate for Task 2 was developed based on the assumption of the availability of the raw water quality and biological data. The City has provided Cardno with the available raw data for Naples Bay; however the raw water quality data and supporting information for the upland stormwater pond and pump station monitoring will need to be requested from the City's previous contractor. This cost estimate assumes those data can be easily obtained in spreadsheet or database format and does not include effort to transcribe data from annual or quarterly summary reports. Cardno will work with the City to ensure all available data are obtained with as little effort as possible.

Task 2a – Evaluation of statistically significant trends in Naples Bay water quality data

This task will include time series statistical analysis of the Naples Bay water quality data to determine if changes over time are evident. Analysis will focus on parameters of concern to the City as well as parameters that are important based on FDEP verified impairment listings. These include copper, nutrients, bacteria, and freshwater inputs from the Gordon River Canal (measured as conductivity and/or salinity). The sources of data for this analysis will be the City's ongoing monitoring network, Collier County monitoring data, and available U.S. Geological Survey (USGS) tide and water quality monitoring arrays in the Bay.

Task 2b – Evaluation of statistically significant trends in Naples Bay biological data

This task will include time series statistical analysis of the Naples Bay biological data to determine if changes over time are evident. Analysis will center on the City's trawling and seagrass data collected by the Natural Resources Division.

Task 2c – Statistical analysis of effects on the Naples Bay biological community as a result of changes in water quality

Task 2c will build on the results of tasks 2a and 2b to determine if water quality and/or changes in water quality are having an effect on the biological community in Naples Bay. This will involve high level statistical spatial and temporal analysis of the existing water quality and biological data. Analysis will focus on parameters of concern including copper, nutrients, bacteria, and freshwater inputs. Cardno understands that freshwater is the number one pollutant for Naples Bay and this analytical effort may be important in future evaluations and decisions regarding diversion of freshwater into Naples Bay from the Gordon River Canal.

Task 2d – Evaluation of upland water quality effects on downstream receiving waters

An important task in this effort is to determine if contributions from the City's pump stations and stormwater lakes are having any measureable statistically and ecologically significant effect on the downstream receiving waterbodies of Naples Bay, Moorings Bay, and the Gulf of Mexico. Cardno will conduct statistical analyses of the

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upland water quality data in spatial and temporal relation to the water quality and biology in Naples Bay to identify any effects. This task will include pollutant loading analyses quantifying the contributions of pollutants of concern to Naples Bay, Moorings Bay, and the Gulf of Mexico utilizing water quantity and quality data. Data for this assessment may come from estimations made in previous water quality reporting efforts completed by the City and/or updated or more recent available data. This evaluation may be site specific where data are available and will also attempt to make overall conclusions on the citywide contributions to downstream waters. Again, this analysis will focus on parameters of concern to the City including those of regulatory concern to the FDEP.

It is important to note that pollutant loadings analyses from the City's upstream sources into Moorings Bay and the Gulf of Mexico will be included in this effort; however evaluations of water quality and biological data within the receiving waters of Moorings Bay and the Gulf of Mexico will not be included at this time.

Task 2e – Quantification of water quality improvements from ongoing management activities

The City has undertaken numerous water quality management activities to improve water quality in the City's stormwater lakes and downstream receiving waters. Most notably, the City's fertilizer ordinance, infrastructure improvements, educational programs, and floating wetlands to reduce copper sulfate applications (and provide uptake of nutrients) are important management activities for which improvements can be quantified. Cardno will work with the City to gather all necessary information on each program to conduct statistical analyses that will quantify improvements (in terms of water quality improvements, load reductions, biological community improvements, etc.) that can be attributed to these management activities. The goal of this effort is to provide the City with meaningful information on when, where, and under what conditions the management activities are providing improvements and assist the City in making cost-effective management decisions in the future.

The deliverable for Task 2 will be a report providing the results of these analyses. This report will be sufficient for use by the City for current and future management planning activities.

Task 3 – Recommendations for Monitoring Program Changes

This task will build from the results of Task 2 and focus on revisions to enhance the City's monitoring activities. The goal of this task is to provide the City with the information necessary for improved water resource management capabilities. Cardno will provide statistically sound recommendations for revisions to the City's existing water quality and biological monitoring programs to achieve this goal. This task is expected to emphasize the value in combining and standardizing monitoring activities among the ongoing programs (i.e. Naples Bay and upland stormwater lake and pump station monitoring). Cardno understands the importance of providing scientifically sound monitoring data to Homeowner associations with the responsibility for community owned lakes and the desire for ecologically healthy waterbodies for the homeowners and the public. This task will provide recommendations to the City for this purpose.

The deliverable for this task is expected to be a standalone document detailing the suggested revisions to the monitoring programs, data collection locations and frequency, and parameters critical to the overall success of the program. Cardno will present and discuss the results of this task with the City at the City's discretion. This task includes up to two in person meetings between the City and/or Naples City Council and the Cardno Project Manager and Technical Director. Upon review and approval by the City these recommendations will be implemented immediately.

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 Scope of Services



COSTS

The costs associated with this effort will be both **Time and Materials Not to Exceed**, and **Lump Sum** based on the task. The task breakdown and cost is provided in the table below. Task 1 will be billed as Time and Materials at the request of the City. Tasks 2 and 3 are provided as Lump Sum. Rates for all tasks are based on a discounted rate schedule for Cardno personnel.

Task	Fee Type	Task Description	Estimated Hours	Cost
1	Time and Materials	Upland Stormwater and Pump Station Monitoring	334	\$48,175
2a		<i>Evaluation of Naples Bay Water Quality</i>	133	\$19,470
2b		<i>Evaluation of Naples Bay Biology</i>	148	\$20,185
2c		<i>Analysis of Effects on Naples Bay</i>	124	\$17,385
2d		<i>Evaluation of Upland Water Quality Effects</i>	150	\$21,270
2e		<i>Quantification of Management Activities</i>	123	\$17,350
2*	Fixed Fee	Total for Task 2	678	\$95,660
3	Fixed Fee	Recommendations for Program Changes	148	\$24,845
Total Project Cost				\$168,680

* Task 2 will be billed as one over all Fixed Fee task, instead of individual subtasks

Invoices will be submitted monthly. All rates and fees shall be subjected to renegotiation after a one (1) month period from the date of this Agreement if it has not been accepted.

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Schedule for Project Completion

The following provides the anticipated schedule for completion of each task with deliverables provided to the City for review, comment, and approval. All deliverables will be provided as draft to the City before finalization. The timeline provided here assumes the Naples City Council approves the Scope and budget during their November 5th, 2014 meeting with a Notice to Proceed from the City on or before November 15th, 2014.

Task	Description	2014		2015								
		Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
Task 1	Pump Station Monitoring	Event 1		Event 2			Event 3			Event 4		
	Stormwater monitoring	Event 1			Event 2				Event 3			
	Quarterly Reporting			1st			2nd			3rd		4th
Task 2	Statistical Analysis	Analysis			Draft	Final						
Task 3	Recommendations				Draft		Final					

Notes:

Task 1:

- Cardno will mobilize immediately upon Notice to Proceed and conduct the first Pump Station and Stormwater Lake monitoring events in late November or early December 2014.
- Pump station monitoring will continue on a quarterly basis through September 2015. Events will be scheduled in communication with the City regarding the most appropriate sampling times and conditions.
- Stormwater monitoring will be scheduled to occur during the dry and wet seasons in 2015. Events will be scheduled in communication with the City regarding the most appropriate sampling times and conditions.
- Quarterly Reporting will occur at the close of each calendar quarter through September 2015. The final quarterly report will be completed during September 2015 to coincide with the end of the initial contract term.

Task 2:

- Statistical analysis will begin immediately upon Notice to Proceed.
- A draft report of the findings will be submitted to the City for review by March 1, 2015.
- Pending review and approval by the City, the report will be finalized by April 1, 2015.

Task 3:

- Preparation of the summary of recommendations for monitoring program revisions will begin immediately upon completion of the statistical analysis.
- We anticipate the draft report to be submitted to the City for review and approval by April 1, 2015.
- Pending review and approval by the City, the report will be finalized by May 1, 2015.

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 below. Compensation for any mutually agreed upon renewals will be based off of the hourly rates in **Exhibit A-1** and be contingent on a Department's adopted budget and its stated appropriation.

Retainage: Not applicable to this Agreement.

Task	Fee Type	Task Description	Estimated Hours	Cost
1	Time and Materials	Upland Stormwater and Pump Station Monitoring	334	\$48,175
2a		<i>Evaluation of Naples Bay Water Quality</i>	133	\$19,470
2b		<i>Evaluation of Naples Bay Biology</i>	148	\$20,185
2c		<i>Analysis of Effects on Naples Bay</i>	124	\$17,385
2d		<i>Evaluation of Upland Water Quality Effects</i>	150	\$21,270
2e		<i>Quantification of Management Activities</i>	123	\$17,350
2*	Fixed Fee	Total for Task 2	678	\$95,660
3	Fixed Fee	Recommendations for Program Changes	148	\$24,845
Total Project Cost				\$168,680

* Task 2 will be billed as one over all Fixed Fee task, instead of individual subtasks

Invoices will be submitted monthly. All rates and fees shall be subjected to renegotiation after a one (1) month period from the date of this Agreement if it has not been accepted.

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Senior Consultant of the ENTRIX Incorporated; dba Cardno ENTRIX corporation** ("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 30 day of October, 2014.

By: 

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me this 30 day of October, 2014.

The Affiant, ^{Don Hammond and} Tim Neldner, 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 of other identifying number.

Kellie Abbott
Print Name:

Kellie Abbott
NOTARY PUBLIC – STATE

OF Florida

Commission Number: FF04059

My Commission Expires: 11/28/17

(Notary Seal)

