

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

Bid/Proposal No. 15-023

Clerk Tracking No. 15-00060

Project Name: Cove Stormwater Pump Station Outfall Improvement and
Water Quality Project – Professional Services

THIS AGREEMENT (the "Agreement") is made and entered into this 15th day of April 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Stantec Consulting Services, Incorporated**, a Foreign Profit Corporation, authorized to do business in the State of Florida, whose business address is: **3200 Bailey Lane, Suite 200; Naples, Florida 34105** (the "CONSULTANT").

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

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

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

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

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by the CONSULTANT are generally described as **Cove Stormwater Pump Station Outfall Improvement and Water Quality Project – Professional Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, 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 the CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONSULTANT hereunder, and the CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

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, 2018 with a 60-day Project close out time frame**. Time is of the essence with respect to the performance of this Agreement.

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

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

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

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed **\$176,602.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONSULTANT desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

7.1. The CONSULTANT shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

7.2 In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall

obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

ARTICLE EIGHT SERVICES BY CONSULTANT'S OWN STAFF

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

ARTICLE NINE WAIVER OF CLAIMS

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

ARTICLE TEN TERMINATION OR SUSPENSION

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

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

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar 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:

Stantec Consulting Services, Incorporated
3200 Bailey Lane, Suite 200
Naples, Florida 34105
Attention: **Tim Durham**, Principal
FEI/EIN Number: On File State (NY)

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.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

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

ARTICLE FIFTEEN APPLICABLE LAW

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

in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: *Patricia L. Rambock*
Patricia L. Rambock, 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:

Stantec Consulting Services, Incorporated
3200 Bailey Lane, Suite 200
Naples, Florida 34105
Attention: **Kelly Blake**, Senior Associate

By: *Kelly Blake*

Printed Name: KELLY BLAKE

Title: SENIOR ASSOCIATE

FEI/EIN Number: On File State (NY)
A Foreign Profit Corporation

(CORPORATE SEAL)

Pam Kennedy

Witness

PAM KENNEDY

Witness Printed Name



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

Cove Stormwater Pump Station Outfall Improvement and Water Quality Project

Water Quality Assessment, Field Investigations, and Preliminary Design

Scope of Work

Introduction

Naples Bay and its contributing watershed have been dramatically altered over time. In the bay itself, hardened shoreline features such as seawalls have replaced the nursery functions of mangroves. Seawalls have exacerbated water quality problems by compounding dynamic wave action which leads to increased turbidity, therefore reducing light penetration and diminishing benthic productivity. Associated with various water management projects, the watershed of Naples Bay has expanded from approximately 10 square miles in size to its current 120 square miles (PBS&J 2010). As a result, freshwater inflows to Naples Bay have increased by an order of magnitude, along with increases in nutrient loads from the developed and expanded watershed.

The City is a steward in responsibly improving and enhancing water quality for its residents, visitors, and neighbors. The Cove Pump Station is located adjacent to 9th Street and Broad Avenue South in Naples, Florida and is estimated to discharge approximately 450 million gallons of stormwater into the Naples bay annually. While these flows represent less than 1 percent of the freshwater flows into the bay, the City of Naples (City) is committed improving water quality in the bay as a result of the stormwater discharge. As such, the City proposes to design and construct a series of improvements at the existing discharge outfall from the Cove Pump Station into Naples Bay. This project is proposed to restore stormwater discharge hydraulics, as well as to provide improvements to the water quality of the stormwater discharge.

Improvements proposed are intended to remove the existing sediment deposition located at the outfall, which if present, will eliminate pollutants associated with stormwater runoff. The goal of the improvements will also include the improvement of the water quality at the outfall which may include reduction in pollutant and nutrient loadings that may be associated with stormwater runoff, improve benthic productivity, and enhance water clarity.

Purpose

The purpose of this scope of work is to provide professional services to:

- Perform Field Investigations to identify the existing conditions and sediment removal requirements.



- Develop Basis of Design for dredging activities, settling basin, upland improvements, as well as offsite improvements, if necessary.
- Develop Preliminary Plans and Details of settling basin, vegetative treatment, and dredging activities.
- Identify permitting requirements
- Identify grant funding opportunities
- Identify potential pollutant reduction opportunities.
- Provide a preliminary cost estimate for the improvements.
- Provide a unit cost estimate of pollutant reduction on a per pound basis.

The task associated with this scope of services includes:

Task 1 Coordination and Progress Meetings

Task 2 Data Collection and Review

Task 3 Field Investigations

Task 4 Conceptual Design

Task 5 Preliminary Design

Task 6 Regulatory Assistance

Task 7 Community Awareness Program

Scope of Services

Task 1 Coordination and Progress Meetings

Task 1.1 Coordination with City of Naples

Throughout this project, Stantec will coordinate with the City through regularly scheduled meetings, letters, transmittals, e-mails, memoranda and other forms of formal and informal communication, as appropriate.

Task 1.2 Monthly Progress Meetings

Up to nine (9) formal monthly meeting will be held with the City Project Manager and other staff as directed by the City Project Manager. This task includes the project kick off meeting to be scheduled within 2 weeks of receipt of notice to proceed for this work assignment. Suspension of monthly meetings will only be with the consent of the City Project Manager.



Task 1 Deliverables: Each meeting will have an agenda and sign in-sheet prepared by Stantec. Meeting summary notes will be prepared, as necessary, by Stantec and submitted to all attendees within three (3) business days of the meeting for review and comment.

Task 2 Data Collection, Record Review, and Identification of Similar Projects

Task 2.1 Data Collection and Record Review

Stantec will coordinate with the appropriate City staff to collect all available data pertaining to the Cove Pump Station Outfall and Water Quality Improvement project. The following information will be provided by the City, if available:

- Record drawings
- Water Quality Monitoring Reports
- Pump Station operation reports (i.e. Run time and SCADA information)

Task 2.2 Identification of Similar Projects

Stantec will identify up to three constructed and implemented projects with similar merits for evaluation. Stantec will contact project stakeholders and solicit input and identify any lessons learned for the associated projects. Stantec will document correspondence and provide a summary to the City.

Task 2.2 Deliverables: Summary notes will be prepared and submitted to the City for each similar project identified by Stantec.

Task 3 Field Investigations

Several field investigations are required to identify existing conditions. This information is critical for the development of conceptual strategies, permitting documents, and ultimately the development of final design plans. Prior to the commencement of any field investigations a meeting will be held with adjacent property owners including the Coast Guard and the Cove Inn (Task 1).

Additionally, prior to commencement of any field activities there will be a site visit with all field staff and City staff to discuss good neighbor policy, site access, and any limitations or constraints. (Task 1)

Task 3.1 Survey

Stantec will prepare topographic survey of uplands area and hydrographic survey of submerged land area within the area outlined on attached **Exhibit "A"**.



On the upland areas the following features will be located and elevations will be provided for: seawall, mangrove/vegetation line, mean high-water line, top of bank, pavement, sidewalks, light poles, Coast Guard building outline, docks, all storm structures with inverts and pipe sizes, visible public utilities, pumping station building.

Stantec will also locate the mean high water level. Stantec will also coordinate with geotechnical engineer to located coring locations to be performed by geotechnical engineer.

Stantec will also locate boundary corners for the exiting right-of-ways and block corners, and establish the boundary of the existing submerged land lease boundary.

For the submerged land areas, Stantec will obtain elevation of Bay bottom on a +/- 30' grid and outline detail of the perimeter of the silted in area west of the Coast Guard Station.

Task 3.1 Deliverables: will be a signed and sealed topographic and hydrographic survey. Elevations will be collected in NAVD88 and horizontal features will be in State Plane NAD83 1999 Adjustment for Florida's East Zone. Stantec will also provide electronic files in pdf and AutoCAD 2012 formats.

Task 3.2 Geotechnical Investigations

Geotechnical information will be provided to support the design and construction of the proposed improvements. The main objectives of the geotechnical evaluation include:

- Establish of the limits of the accumulated sediment
- Identify structural bearing requirements
- Collect and perform a sediment composition analysis

The work performed includes obtaining four (4) samples to determine the thickness of sediment and to obtain a sieve analysis of the samples and one (1) SPT borings through the open circular planter in the sidewalk for evaluation of structural bearing requirements. It is assumed that the sediment buildup is at most 4-feet deep. **Exhibit "A"** illustrates the proposed boring locations.

The work will also include a sediment composition analysis. This work includes obtaining sediment samples at six (6) locations per FDEP's "Approach to Assessment of Sediment Quality in Florida Coastal Waters" **Exhibit "B"**. Two (2) samples will be taken at each location.



Task 3.2 Deliverables: Two copies of an engineering report which will summarize the course of study pursued, the field data generated and the sediment and subsurface conditions encountered.

Task 3.3 Habitat Assessment

In order to document existing baseline environmental conditions, Stantec ecologists will map and quantify the functional value of the mangrove shoreline within the project limits using the Uniform Mitigation Assessment Method (UMAM). Additionally, macrobenthic-infauna and epifauna of the bay bottom within the project limits will be qualitatively sampled, photographically documented (as feasible), and described. Observation of birds and fish observed during field assessment activities will be recorded as well. It is assumed that all such assessment will be conducted via pedestrian inspection, including the bay bottom assessment, during spring low tide events to facilitate access to, and view of, all habitat types representative of the project site. If seagrass is found to be present, it will be described to species and percent coverage, and its approximate limits will be located with GPS.

Task 3.3 Deliverables: Narrative summary of methods and findings related to the habitat assessment for incorporation into Technical Memorandum #1. The summary will include tables, spreadsheets, or checklists, as appropriate, along with discussion of habitat quality relative to observed community composition, and labeled photographs illustrative of site conditions.

Task 3.4 Water Quality Sampling

Stantec will conduct in-situ ("in place") water quality sampling during the habitat assessment exercise to provide a "snapshot" profile of ambient water quality conditions within the project site. Measurements will be taken with a properly calibrated YSI 556 Multi-Probe System (MPS), or equivalent, to determine the temperature, dissolved oxygen (DO), salinity, and pH at four representative (accessible) locations including (conceptually) the pump station discharge sump, northern mangrove fringe, southern seawall fringe, and center of the cove. In addition to the YSI measurements, turbidity levels will also be measured with a properly calibrated turbidity meter at the proposed sampling locations.

Task 3.4 Deliverables: Narrative summary of methods and findings related to the water quality sampling for incorporation into Technical Memorandum #1. The summary will include tables, spreadsheets, or checklists as appropriate to present the water quality data.



Task 3.5 Technical Memorandum #1 Existing Conditions

Stantec will prepare a technical memorandum documenting the existing conditions as identified under Task 3. The memorandum will summarize the geotechnical investigations, habitat assessment, as well as the bathymetric and topographic survey efforts. The memorandum will identify any newly identified project constraints or opportunities, as a result of these efforts.

A draft memorandum will be sent electronically to the City for review. Following City review, a meeting will be held with City staff to review and discuss questions and comments. Changes required as a result of the review will be documented in the meeting notes and through mark-up of memorandum.

Applicable review comments will be incorporated into the Technical Memorandum. An internal Quality Assurance/ Quality Control review of the documents will be performed prior to submittal. All QA/QC corrections will be incorporated into the final Technical Memorandum.

Task 3.5 Deliverables: Five bound copies of the Technical Memorandum and supporting documentation will be provided to the City for distribution. An electronic pdf file will also be provided to the City.

Task 4 Conceptual Design

Based on the information gathered in Task 3, Stantec will:

- Evaluate water quality data
- Identify permitting requirements
- Identify sediment disposal options
- Develop a particle settling basis of design
- Identify funding options
- Prepare conceptual site plans

Efforts associated with the conceptual design are discussed further below. The deliverable for Task 4 is a technical memorandum that will include documentation, narratives, and figures. This is discussed further in Task 4.5.

Task 4.1 Review and Analyze Water Quality Data

Water quality data from ongoing monitoring efforts in Naples Bay will be compiled, reviewed for quality assurance/quality control and then compared to the pollutant loads discharged from the Cove Pump (11-Pump). A preliminary analysis indicates that nutrient concentrations of water discharged into Naples Bay via the Cove Pump exceed Numeric Nutrient Concentration (NNC) guidance for both Total Nitrogen (TN)



and Total Phosphorus (TP). However, the guidance for TN and TP for Naples Bay were developed for the bay itself, not for stormwater runoff. Nutrient concentrations in Florida's estuarine waters vary spatially; they are higher in areas with more stormwater runoff, and lower in areas in greater proximity to the Gulf of Mexico or Atlantic Ocean. In nearby Clam Bay, the adopted NNC guidance by FDEP takes into account the fact that nutrient concentrations vary as a function of salinity. Using NNC guidance for Clam Bay (FS 62-302.532) nutrient criteria would be out of compliance if nitrogen concentrations of stormwater runoff exceeded 1.80 mg TN / liter. The guidance criteria from Clam Bay would be surpassed if phosphorus concentrations of stormwater runoff exceeded 0.25 mg TP / liter.

The compiled data will be analyzed to develop salinity-normalized criteria for Naples Bay. The nutrient concentrations in groundwater discharged by the pump would be then compared to the salinity-normalized criteria for Naples Bay and Downstream Protective Value (DPV). As an additional assessment, the nutrient concentrations in Cove Pump discharges (as listed in AMEC 2014) will be compared against the event mean concentrations for residential land use listed in Harper and Baker (2007) to determine if the discharges from the Cove Pump represent a "hot spot" in terms of nutrient loads from urbanized watersheds. The report by Harper and Baker (2007) was produced for FDEP to allow for state-wide comparisons of the amount of nutrients in stormwater runoff from various land use types.

The following water quality data will be analyzed for this effort:

- Salinity and/or specific conductance (psu or $\mu\text{mhos} / \text{cm}$)
- Inorganic nitrogen species (mg / liter)
- Total nitrogen (mg / liter)
- Inorganic phosphorus (mg / liter)
- Total phosphorus (mg / liter)
- Chlorophyll-a ($\mu\text{g} / \text{liter}$)
- Turbidity (NTU)
- Color (PCU)
- Secchi disk depths (meters)

Task 4.2 Review Sediment Analysis, Identify Disposal Options, and Develop of Dredging Basis of Design

Stantec will review the sediment analysis prepared in Task 3.1 to: determine (along with data from the topographic/hydrographic survey) the volume of accumulated sediment on site; determine the suitability of the sediment for onsite habitat restoration/creation; or determine the volume of sediment to be removed from the site.



Based on the foregoing review, Stantec will collaborate with the City to identify permissible disposal options (if required) and prepare graphic details and calculations for handling the sediment.

Task 4.3 Sediment Settling Basis of Design

Based on the sediment particle analysis, Stantec will develop a basis of design for the proposed sediment basin. The basis of design will consider:

- Particle settling;
- Cove pump station hydraulic impacts;
- And accessible layout that provides the City with adequate access for maintenance.

Stantec will estimate the proposed quantities of sediments that will settle and be removed once the basin is constructed. Stantec will develop conceptual plans for the proposed settling basin.

Task 4.4 Identify and Evaluate Funding Opportunities

The proposed project is expected to result in improvements to both localized water quality and habitat conditions within the cove and nearby Naples Bay. Accordingly, the project should be eligible for grant funding support from various sources including the Clean Water Act section 319 grant, TMDL Water Quality Restoration, and South Florida Water Management District cooperative funding grant programs. In addition, to these existing programs, Gulf restoration funds generated through the RESTORE Act should also be applicable to this project. ESA will evaluate all applicable grant and cooperative funding programs to support the implementation of cove stormwater pump station outfall improvement and water quality project. ESA will prioritize the various grant programs, prepare grant applications, and conduct grant coordination in support of the City on this project

Task 4.5 Technical Memorandum # 2 Conceptual Design

Stantec will prepare and submit Technical Memorandum # 2 documenting conceptual decisions. The report will include:

- Discussion of the basis of sediment removal including estimated limits of dredging, proposed bottom elevation, estimated quantities of sediment removal, and disposal options.
- Discussion on the design basis for the settling of sediment particles, structural considerations, operational considerations.



- Discussion on the geotechnical findings and structural considerations for the construction of the sediment basin.
- Discussion of environmental and ecological considerations.
- Discussion of upland design considerations at the Cove PS Outfall (i.e. Lighting, handrails, access, etc.)

A draft memorandum will be sent electronically to the City for review. Following City review, a meeting will be held with City staff to review and discuss questions and comments. Changes required as a result of the review will be documented in the meeting minutes and through mark-up of memorandum.

Applicable review comments will be incorporated into the Technical Memorandum. An internal Quality Assurance/ Quality Control review of the documents will be performed prior to submittal. All QA/QC corrections will be incorporated into the final Technical Memorandum.

Task 4.5 Deliverables: Five bound copies of the Technical Memorandum and supporting documentation will be provided to the City for distribution. An electronic pdf file will also be provided to the City.

Task 5 Preliminary Design

Once Technical Memorandum # 2 has been delivered, Stantec will refine the conceptual design based on nutrient reduction considerations. Preliminary plans and sections will be developed for the outfall improvements, upland improvement at the PS site, as well as upstream improvements, if necessary. A preliminary engineer's opinion of cost will be developed for the proposed improvements. Additionally, Stantec will develop a post construction water quality monitoring plan.

Efforts associated with the conceptual design are discussed further below. The deliverable for Task 5.0 is a preliminary design report that will include documentation, narratives, and figures as discussed further in Task 5 subtasks below.

Task 5.1 Nutrient Reduction and Implications to Project Design

Within a given year, the Cove Pump station is estimated to discharge approximately 450 million gallons of stormwater (RFP page 16). While this is indeed a very large amount of water (and thus pollutants) discharged to Naples Bay, an average of 89 billion gallons of water is discharged through the Golden Gate Canal system at the Weir # 3 location alone (SFWMD 2008). Thus, freshwater inflows to Naples Bay from the Cove Pump are likely in the range of less than 1 percent of the freshwater inflows to the bay from the Golden Gate Canal system. If nutrient concentrations are similar in these two



freshwater sources, nutrient load reductions from the Cove Pump inflows might be fairly hard to detect, should significant costs be focused on this aspect in particular.

While opportunities clearly exist for enhancing the environmental aspects of the Cove Pump outfall location, as well as reducing the sediment loads, there might be much less opportunity to reduce nutrient loads from these discharges due to the reduced footprint of available land. Stormwater treatment systems for surface runoff often involve the use of wet detention systems, which could potentially be designed for some volume of discharges to Naples Bay. Typically, wet detention systems in the State of Florida have presumptive performance criteria based on a treatment volume residence time of fourteen days, which might not be possible for the project area. In the absence of a typical wet detention system, an alteration of the Cove Pump station discharge configuration is proposed. A combination of a flume, sediment trap and oyster and mangrove filtration could serve to reduce sediment and nutrient loads. The removal efficiency of such a system is linked to the hydrologic load and residence time. A low hydrologic load and long residence time could result in a more dramatic removal efficiency than a high load and short residence time. Sediment and nutrient removal efficiencies will be calculated using the designed expected hydrologic load and residence time as determined under Task 4.3. Nutrient removal efficiencies will be calculated using literature derived values for oyster and mangrove uptake.

Task 5.2 Preliminary Plan, Details, and Cost Estimate

Based on the City's review and comment on the field investigations and findings, and conceptual basis of design, Stantec will further develop preliminary site plans and details to the extent necessary to commence pre-application meetings with regulatory agencies, develop a preliminary engineer's opinion of cost, and to assist the City with internal and public discussions of the proposed project. The preliminary plans and details will be considered to be 30% documents. The preliminary plans will include:

- Dredging plan and staging plans and details
- Sediment basin plan, sections, and structural details
- Vegetative treatment plan, sections and details
- Upland and offsite improvements plan (if applicable)

Stantec will develop the preliminary engineer's opinion of probable cost with a 20% contingency. Stantec will also evaluate the cost associated with the pollutant reduction potential on a cost per pound pollutant removed.

Task 5.3 Preliminary Design Report

A preliminary design report will be developed and will include Technical Memorandum # 1 and #2 as attachments. The memorandum will establish the basis of design for the



proposed improvements, identify the environmental and ecological considerations, as well as the permitting requirements, and possible grant funding opportunities and requirements. The report will provide a preliminary engineer's opinion of cost as well as an estimate of unit costs associated with pollutant removal.

The report will be sent electronically to the City for review. Following City review, a meeting will be held with City staff to review and discuss questions and comments. Changes required as a result of the review will be documented in the meeting minutes and through mark-up of report.

Applicable review comments will be incorporated into the Preliminary Design Report. An internal Quality Assurance/ Quality Control review of the documents will be performed prior to submittal. All QA/QC corrections will be incorporated into the final Technical Memorandum.

Task 5.3 Deliverables: Five bound copies of the Preliminary Design Report and supporting documentation will be provided to the City for distribution. An electronic pdf file will also be provided to the City.

Task 6 Regulatory Assistance

Task 6.1 Evaluate TIITF Dedication Instrument

Stantec will research the submerged lands dedication instrument issued to the City of Naples by the State of Florida Trustees of the Internal Improvement Trust Fund (TIITF) in 1962 for "...street and other municipal purpose(s)..." to determine that it is still in full force and effect and that it allows the type and scope of work anticipated in the proposed project.

Task 6.1 Deliverables: Stantec will coordinate with the City and regulatory agencies through regularly scheduled meetings, letters, transmittals, e-mails, memoranda and other forms of formal and informal communication, as appropriate.

Task 6.2 Regulatory Agency Meetings

Prior to developing a conceptual basis of design, Stantec will meet with regulatory agencies (up to 3) as discussed the project as necessary to identify any regulatory design considerations. Stantec shall notify the City's Project Manager at least seven (7) days in advance of any meetings with regulatory agencies. City participation in such meetings will be at the discretion of the City Project Manager.

Task 6.2 Deliverables: Stantec will coordinate with the City and regulatory agencies through regularly scheduled meetings, letters, transmittals, e-mails, memoranda and other forms of formal and informal communication, as appropriate.



Task 6.3 Pre Application Meetings

After the development of preliminary plans and details, Stantec will attend up to three (3) additional pre-application meetings with permitting entities to discuss proposed project and document permitting needs. Stantec shall notify the City's Project Manager at least seven (7) days in advance of any meetings with regulatory agencies. City participation in such meetings will be at the discretion of the City Project Manager.

Task 6.3 Deliverables: Stantec will coordinate with the City and regulatory agencies through regularly scheduled meetings, letters, transmittals, e-mails, memoranda and other forms of formal and informal communication, as appropriate.

Task 7 Community Awareness Assistance

Task 7.1 Solicit Input from Adjacent Property Owners

Prior to any field investigations Stantec will identify adjacent property owners and user groups. Stantec will meet with the adjacent property owners to discuss the field investigation efforts, access and requirements. The purpose of this meeting is to introduce the investigative efforts to the adjacent property owners, describe the near-term activities associated with the field work, and solicit input from adjacent property owners regarding the project site. The goal is to obtain an understanding of any requirements, or concerns pertaining to access and operation of the adjacent properties during the field investigation period. These efforts will assist in establishing good neighbor policies at the start of the project.

Task 7.1 Deliverables: Each meeting will have a sign in-sheet prepared by Stantec. Meeting summary notes will be prepared by Stantec and submitted to all attendees within three (3) business days of the meeting for review and comment.

Task 7.2 City Council Presentation

Stantec will assist City staff with the development of presentation materials such as power points and graphics to present at a City Council Meeting. Stantec will attend the meeting and participate in the presentation as directed by the City.

Task 7.2 Deliverables: Electronic presentation materials, hard copies of presentation meetings, project renderings in electronic format and up to four foam mounted boards.

Task 7.3 Preliminary Public Meeting

Stantec will coordinate a preliminary public meeting to introduce the preliminary design project, solicit input from community, and satisfy public involvement component that



may be associated with funding and permitting requirements. Stantec will develop materials and coordinate publicity with the City of Naples and prepare the following as necessary:

- Meeting notices and invites
- Mailing lists
- Legal ads
- Handouts
- Agendas and scripts
- Sign-in sheets and Comment Cards
- PowerPoint presentations

Task 7.3 Deliverables: Stantec will provide a summary meeting in the form of a memorandum.

Tasks Not Included In This Scope of Services:

- Assistance with easement acquisition
- Subsurface Utility Investigation
- Permit Fees
- Construction Observation
- Items not specifically stated in scope of services
- Community Awareness Plan

Fee

All work will be charged on an hourly basis and/or lump sum in accordance with the Project Budget Form attached. Many facets that control the length of the project and necessary effort are outside the control of Stantec. Hours shown in this work assignment are only estimates. Any additional work that may be required will be performed under a separate Work Assignment, or as an amendment to this one.

Task	Fee
Task 1 Coordinatio and Progress Meetings	\$21,793
Task 2 Data Collection, Record Review, and Identification of Similar Projects	\$5,340
Task 3 Field Investigations	\$63,937
Task 4 Conceptual Design	\$36,547



Task 5 Preliminary Design	\$31,060
Task 6 Regulatory Assistance	\$9,313
Task 7 Community Awareness Assistance	\$8,612
Total Fee	\$176,602

Schedule

Stantec will provide services throughout the duration of the project as directed by the County in accordance with the scope of services listed above. Many facets that control the length of the project and necessary effort are outside the control of Stantec.

Below is a list of each task and the anticipated delivery date based on days from NTP:

Task	Days from NTP	Date Based on NTP 05/01/2015
Task 1 Coordination and Progress Meetings	240	12/27/2015
Task 2 Data Collection, Record Review, and Identification of Similar Projects	45	6/15/2015
Task 3 Field Investigations	100	8/9/2015
Task 4 Conceptual Design	140	9/18/2015
Task 5 Preliminary Design	200	11/17/2015
Task 6 Regulatory Assistance	200	11/17/2015
Task 7 Community Awareness Assistance	240	12/27/2015

EXHIBIT - A

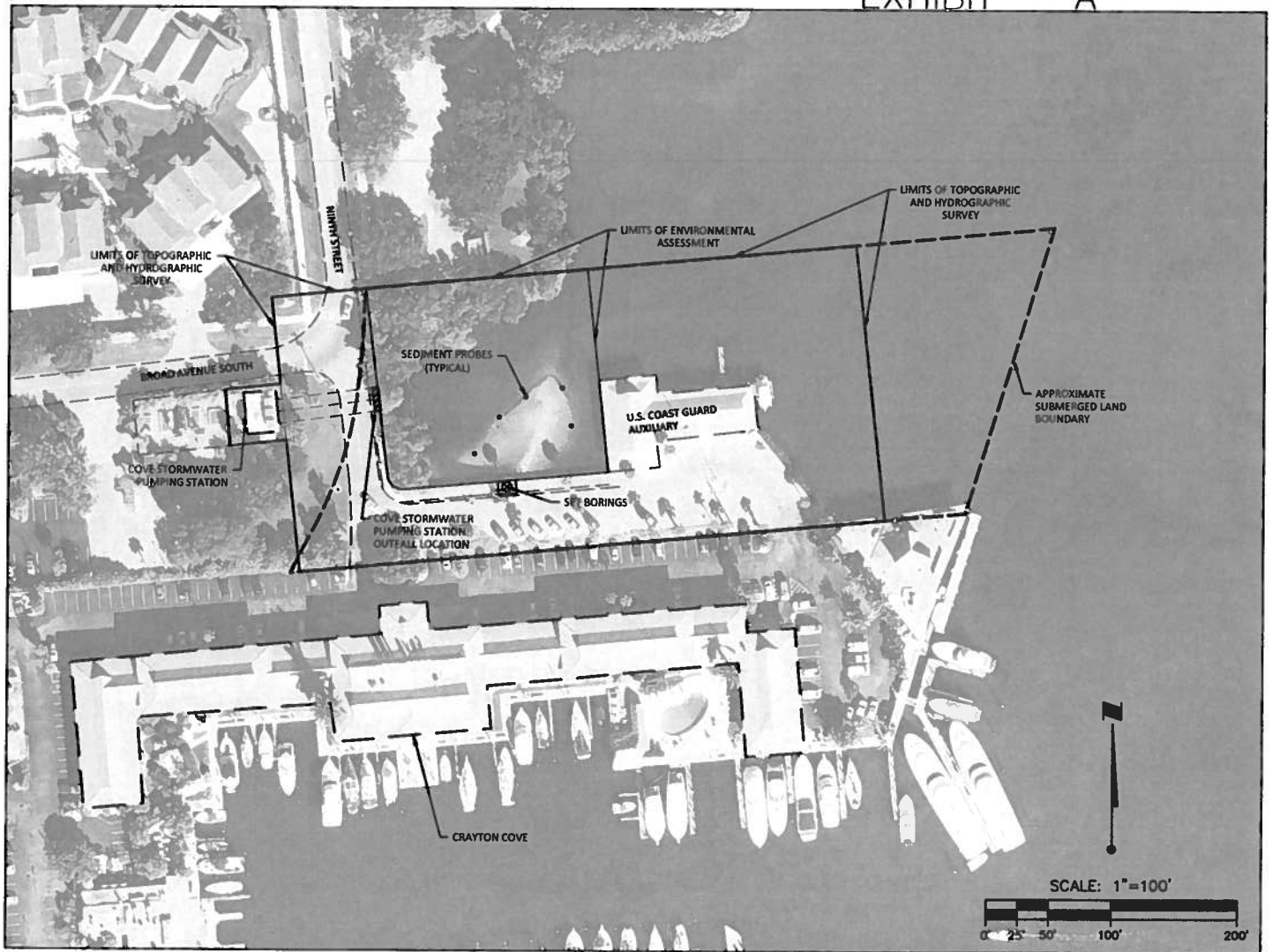


EXHIBIT B

BASIS OF COMPENSATION

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

END OF EXHIBIT B

Task	Personnel													Subtotal Direct Labor Cost	Lump Sum		Subcontractors		Total Task Cost
	Principal Engineer QA/QC	Principal Environmental Scientist QA/QC	Project Manager	Senior Engineer	Senior Environmental Scientist	Project Environmental Scientist	Field Environmental Scientist	Structural Engineer	Engineer Intern	Senior Planner	Landscape Architect	Cost Technician	GIS Analyst		Survey	ESA	YPC		
Task 1 Coordination and Progress Meetings																			
Task 1.1 Coordination with the City of Naples	4		32		12				24					\$ 9,612.00			\$ 9,612.00		
Task 1.2 Monthly Progress Meetings	12		27		15									\$ 8,181.00	\$ 4,000.00		\$ 12,181.00		
Subtotal Task 1 Coordination and Progress Meetings	16	0	59	0	27	0	0	0	24	0	0	0	0	\$ 17,793.00	\$ 4,000.00	\$ -	\$ 21,793.00		
Task 2 Data Collection, Record Review, and Identification of Similar Projects																			
Task 2.1 Data Collection and Record Review	2		4		2				12					\$ 2,450.00			\$ 2,450.00		
Task 2.2 Identification of Similar Projects	4		6						12					\$ 2,890.00			\$ 2,890.00		
Subtotal Task 2 Data Collection, Record Review, and Identification of Similar Projects	6	0	10	0	2	0	0	0	24	0	0	0	0	\$ 5,340.00	\$ -	\$ -	\$ 5,340.00		
Task 3 Field Investigations																			
Task 3.1 Survey	1		2		1									\$ 613.00	\$ 9,000.00		\$ 9,613.00		
Task 3.2 Geotechnical Investigations			2											\$ 314.00	\$ 38,000.00		\$ 38,314.00		
Task 3.3 Habitat Assessment	1	2	2		2	12	24					4		\$ 5,859.00			\$ 5,859.00		
Task 3.4 Water Quality Sampling			1		1	2	4							\$ 1,001.00			\$ 1,001.00		
Task 3.5 Technical Memorandum # 1	8	4	18		8				24			4	4	\$ 9,150.00			\$ 9,150.00		
Subtotal Task 3 Field Investigations	10	6	25	0	12	14	28	0	24	0	0	8	4	\$ 16,937.00	\$ 9,000.00	\$ -	\$ 34,000.00		
Task 4 Conceptual Design																			
Task 4.1 Review and Analyze Water Quality Data	2		2		4									\$ 1,148.00	\$ 8,500.00		\$ 9,648.00		
Task 4.2 Review Sediment Analysis, Identify Disposal Options, and Develop Dredging Basal of Design	4		2		8							1	1	\$ 2,187.00			\$ 2,187.00		
Task 4.3 Sediment Settling Basal of Design	4		4	18				4	24	4	8	24	2	\$ 10,970.00			\$ 10,970.00		
Task 4.4 Identify and Evaluate Funding Opportunities	2		2		2									\$ 912.00	\$ 7,000.00		\$ 7,912.00		
Task 4.5 Technical Memorandum # 2	2		8		8				24			4	4	\$ 5,830.00			\$ 5,830.00		
Subtotal Task 4 Conceptual Design	14	0	18	18	22	0	0	4	48	4	8	29	7	\$ 21,047.00	\$ 15,500.00	\$ -	\$ 36,547.00		

Task	Personnel														Subtotal Direct Labor Cost	Lump Sum		Subconsultants		Total Task Cost		
	Principal Engineer QA/QC	Principal Environmental Scientist QA/QC	Project Manager	Senior Engineer	Senior Environmental Scientist	Project Environmental Scientist	Field Environmental Scientist	Structural Engineer	Engineer Intern	Senior Planner	Landscape Architect	Civil Technician	GIS Analyst	Survey		ESA	YPC					
Task 5 Preliminary Design																						
Task 5.1 Nutrient Reduction and Implications to Project Design	4		2		4													\$ 1,510.00	\$ 10,000.00	\$ 11,510.00		
Task 5.2 Preliminary Plan, Details, and Cost Estimate	2		4	12	16			8	24	4			24					\$ 11,974.00		\$ 11,974.00		
Task 5.3 Preliminary Design Report	4		8	4	8				20	4			8	4				\$ 7,576.00		\$ 7,576.00		
Subtotal Task 5 Preliminary Design	10	0	14	16	28	0	0	8	44	8	0	0	32	4	0	0	0	\$ 21,060.00	\$ 10,000.00	\$ 31,060.00		
Task 6 Regulatory Assistance																						
Task 6.1 Evaluate TFF Dedication Instrument		1	1	4														\$ 987.00		\$ 987.00		
Task 6.2 Regulatory Agency Meetings	1	2	4		24									2				\$ 4,163.00		\$ 4,163.00		
Task 6.3 Pre Application Meetings	1	2	4		24									2				\$ 4,163.00		\$ 4,163.00		
Subtotal Task 6 Regulatory Assistance	2	5	9	4	48	0	0	0	0	0	0	0	0	4	0	0	0	\$ 9,313.00	\$ -	\$ 9,313.00		
Task 7 Community Awareness Assistance																						
Task 7.1 Meeting with Adjacent Property Owner	4		12		4													\$ 3,080.00		\$ 3,080.00		
Task 7.2 City Council Meeting	4		8		4								12					\$ 2,452.00		\$ 2,452.00		
Task 7.3 Preliminary Public Meeting	4		12		4													\$ 3,080.00		\$ 3,080.00		
Subtotal Task 7 Community Awareness Assistance	12	0	32	0	12	0	0	0	0	0	0	0	12	0	0	0	0	\$ 8,612.00	\$ -	\$ 8,612.00		
Total Hours	70	11	167	38	151	14	28	12	164	12	20	69	19									
Hourly Rate	\$ 181.00	\$ 166.00	\$ 157.00	\$ 166.00	\$ 118.00	\$ 127.00	\$ 118.00	\$ 166.00	\$ 102.00	\$ 172.00	\$ 118.00	\$ 110.00	\$ 95.00					\$ 100,102.00	\$ 9,000.00	\$ 29,500.00	\$ 38,000.00	\$ 176,602.00

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.

Except for Worker's Compensation coverage, or unless waived by the City in writing, the CONSULTANT shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any sub-consultant performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

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 Associate of the Stantec Consulting Services, Incorporated** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

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

Executed this 14th day of APRIL, 2015.

By: 