

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

**Bid/Proposal No.**     15-045

**Clerk Tracking No.**   15-00129

**Project Name:**        **Baker Park Site Risk Assessment Analysis**

THIS AGREEMENT (the "Agreement") is made and entered into this **19th day of August, 2015** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **GHD Services, Incorporated**, (former name Conestoga-Rovers & Associates, Inc.) a Foreign Profit Corporation, authorized to do business in the State of Florida, whose business address is: **2055 Niagara Falls Boulevard, Suite No. 3; Niagara, New York 14304** (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 **Baker Park Site Risk Assessment Analysis** 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. The CONSULTANT agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to

serve as the CONSULTANT's project 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 **on or before December 2, 2015. Project close shall be within (30) thirty days from completion.** Time is of the essence with respect to the performance of this Agreement.

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

CONSULTANT may have had to request a time extension.

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

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

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed **\$43,900.00** 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. The 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:

GHD Services, Incorporated  
9110 College Pointe Court  
Fort Myers, Florida 33919  
Attention: **Brian Moore**, Project Principal  
FEI/EIN Number: On File

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. This duty shall not be considered a fiduciary duty.

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 20<sup>th</sup> 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**

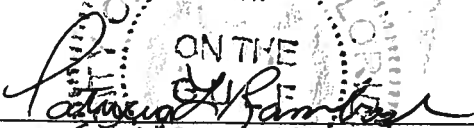
15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this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

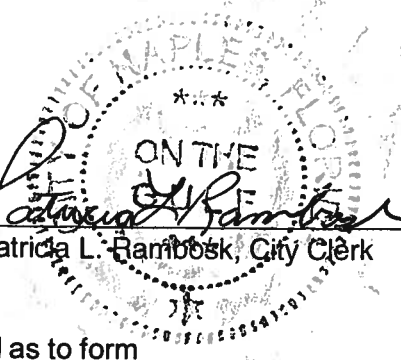
**END OF ARTICLE PAGE**



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

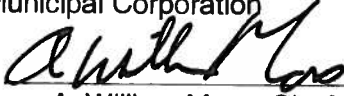
ATTEST:

By:   
Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation


By:   
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

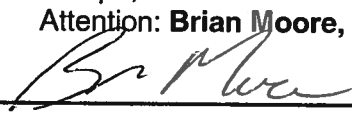
By:   
Robert D. Pritt, City Attorney

CONSULTANT:

GHD Services, Inc.  
4019 East Fowler Avenue  
Tampa, FL 33617  
Attention: **Brian Moore**, Project Principal

  
Witness

Michael J. Condran  
Witness Printed Name

By: 

Printed Name: Brian Moore

Title: Vice President

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

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

The basic Scope of Services to be provided under this Agreement is stated below and the full Scope of Services' details are included in Attachment A-1 which is attached and made a part of this Agreement. Also, it includes the Scope of Services outlined in the Request for Proposals in general and also specifically for Alternative Site Plan G.

**GHD Services, Incorporated will perform the following Scope of Services:**

- TASK 1. SITE VISIT**
- TASK 2. FILE REVIEW**
- TASK 3. EVALUATE CDM SMITH'S SPECIAL DESIGN, CONSTRUCTION, AND MAINTENANCE CONSIDERATIONS**
- TASK 4. RISK ASSESSMENT OF DAMAGE TO PARK FEATURES, INCLUDING LONG-TERM MAINTENANCE ISSUES**
- TASK 5. PUBLIC HEALTH RISK ASSESSMENT**
- TASK 6. FAILURE REPORTS – CRA KNOWLEDGE**
- TASK 7. DEVELOPING OPTIONS**
- TASK 8. REPORTING**
- TASK 9. PRESENTATION: NAPLES CITY COUNCIL**

**END OF 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 Attachment A-1 which is attached and made a part of this Agreement.**

**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.

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-1 through C-\_\_ ]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **Project Principal of the GHD Services, Inc.** company ("the CONSULTANT"), and hereby certifies to the following:

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

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

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

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

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

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

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

Executed this 4 day of AUGUST, 2015.

By: 



**CONESTOGA-ROVERS  
& ASSOCIATES**

4019 East Fowler Avenue, Tampa, Florida 33617  
Telephone: (813) 971-3882 Fax: (813) 971-1862  
www.CRAworld.com

June 12, 2015

Reference No. 098732

City of Naples  
Purchasing Division, City Hall  
Mr. Greg Strakaluse  
735 8<sup>th</sup> Street South  
Naples, FL 34102

Dear Mr. Strakaluse:

Re: Scope of Work for the Baker Park Site Risk Assessment Analysis

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Conestoga-Rovers & Associates is pleased to provide this Scope of Work for the Baker Park Site Risk Assessment Analysis Number: 15-045. The breakdown of Tasks along with the associated costs are listed below:

**Task 1. Site Visit**

As part of the assessment, the site will be visited by a project geotechnical engineer and project environmental engineer to see first-hand the condition and use of the existing 19.2 acre park. At this time, the surrounding developments that are in-place or currently under construction within the entire 70-acre man-made upland area will also be observed. Finally, recently constructed City-owned buildings that are open to the public will be inspected.

*Total Cost: \$3,700.00*

**Task 2. File Review**

This task will include a review of the 16 previous reports listed and a summary of the design, construction, and maintenance plan, including available monitoring data.

*Total Cost: \$5,540.00*

**Task 3. Evaluate CDM Smith's Special Design, Construction, and Maintenance Considerations**

This Task will initially involve a thorough review of the historical documentation, studies, reports and previous analyses/conclusions from the various firms that have been involved since 1996. Based on the document review and experience with the development of properties with similar geotechnical and environmental conditions, CRA will discuss and provide options/alternatives to the design and construction of the planned and future park improvements.

*Total Cost: \$2,700.00*

#### **Task 4. Risk Assessment of Damage to Park Features, Including Long-Term Maintenance Issues**

Development of land with the known subsurface and environmental conditions inherently involves the long-term forecasting of physical impacts to the park features, such as infrastructure, structures, pavements, walkways, drainage and general ground subsidence. This Task will utilize CDM Smith's Preliminary Design Report, as well as CRA's experience, to address and discuss the various levels of serviceability degradation that may result from construction at the site.

*Total Cost: \$980.00*

#### **Task 5. Public Health Risk Assessment**

CRA will review all information associated with the historical, existing, and currently planned Site conditions and practices at the Site to develop a conceptual site model. CRA will compile and review all historical testing data provided by the City of Naples. Currently, this information includes data for methane gas in soil and the concentrations of metals and hydrocarbons in fill materials. With this data, CRA will identify the constituents of concern, identify potential exposure pathways, and perform an analysis of impact and risk associated with the potential exposure to hazardous substances existing in or generated from the historical landfill materials. The type of risk assessment methodology chosen will be determined by the quality of data. Mathematical models will be used to estimate gas production and migration, given the parameters to perform the modeling analysis are available in the information package provided by the City. If data gaps exist for modeling and site specific risk assessment, CRA will provide recommendations or suggestions on additional sampling and testing of the fill materials. The additional sampling and testing are not included in this scope of service.

*Total Cost: \$14,000*

#### **Task 6. Failure Reports – CRA Knowledge**

Given the breadth and depth of knowledge gained through the numerous projects with which CRA has been involved (e.g., similar subsurface and environmental issues), CRA will utilize our extensive database to provide a basis for review of this site. CRA will provide analysis and a discussion of past experience of failures and insight into the knowledge gained from studying ground movement impacts to facilities.

- Literature review for reports on failures
- CRA/GHD internal landfill redevelopment profile review

*Total Cost: \$2,300.00*

### **Task 7. Development Options**

The CRA report will discuss various levels of development options that can be implemented to mitigate major problems resulting from the unsuitable geotechnical conditions. The options/alternatives will take into account the information provided in the CDM Smith's Preliminary Design Report and CRA's experience.

- Provide options beyond those contained in the CDM's design
- Additional geotechnical assessment may be needed

*Total Cost: \$980.00*

### **Task 8. Reporting**

CRA will combine all of the analysis and discussion mentioned above into one comprehensive report with an Executive Summary that summarizes CRA's opinions regarding potential development concerns, if any, and advice on the continued development (e.g., insights based on experience at other sites). CRA will integrate the results of the tasks above to provide a holistic analysis of the site development. CRA will prepare one draft report and one set of revisions based on your comments for the final report.

*Total Cost: \$8,600.00*

### **Task 9. Presentation: Naples City Council**

CRA has scoped a pre-meeting teleconference and a power point presentation to the City Council. CRA's presentation will include an expert in geotechnical engineering and an environmental risk assessor in attendance to the meeting to answer questions.

*Total Cost: \$5,100.00*

***Total Cost for all tasks: \$43,900.00***

We appreciate the opportunity to provide the City of Naples with this Scope of Work. Should you have any questions, please do not hesitate to contact our office at 239-936-4003.

Sincerely,  
Conestoga-Rovers & Associates



Richard G. Lewis, Ph.D., P.E.  
Project Manager



	<b>Title</b>	<b>Rate Per Hour</b>
1	Principal	\$195
2	Senior Project Manager	\$180
3	Project Manager	\$120
4	Senior Engineer	\$150
5	Engineer	\$125
6	Senior Inspector	\$120
7	Inspector	\$100
8	Senior Planner	\$135
9	Planner	\$110
10	Senior Designer	\$100
11	Designer	\$85
12	Environmental Specialist	\$75
13	Senior Environmental Specialist	\$90
14	Scientist/Geologist	\$90
15	Senior Scientist/Geologist	\$110
16	Marine Biologist/Hydrogeologist	\$105
17	Senior Marine Biologist/Hydrogeologist	\$130
18	Senior GIS Specialist	\$100
19	GIS Specialist	\$100
20	Clerical/Administrative	\$60
21	Senior Technician	\$72
22	Technician	\$65
23	Surveyor and Mapper	N/A
24	CADD Technician	\$65
25	Survey Crew - 2 man	N/A
26	Survey Crew - 3 man	N/A
27	Survey Crew - 4 man	N/A
28	Senior Architect	N/A
29	Architect	N/A

Position/Description	Rate
<p><b>1. Principal</b></p> <p>The Principal-in-Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal-in-Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately responsible and accountable to provide excellence in Customer Service and Quality for all company work performed. Duties include management and oversight of all personnel, projects, production control, budgeting, task scheduling, coordination, and review.</p>	<p>\$ 195.00</p>
<p><b>2. Senior Project Manager</b></p> <p>When warranted, a Senior Project Manager is assigned to projects of broad scope and impact. This position may be allowed when the City requires a principal to provide services due to expertise and knowledge. This position may oversee less senior project managers or solely assume the role and responsibility of the Project Manager.</p>	<p>\$ 180.00</p>
<p><b>3. Project Manager</b></p> <p>A project manager is the person responsible for accomplishing the stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are cost, time, and quality (also known as scope). A project manager is the client representative and has to determine and implement the exact needs of the client, based on knowledge of the firm they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.</p>	<p>\$ 120.00</p>
<p><b>4. Senior Engineer</b></p> <p>A Licensed Professional Engineer who leads the design of the project. They works closely with the Project Manager to ensure the needs of the client are being met along with ensuring the product design meets the standard of care required for the design of the project and are in accordance with current codes and rules. This job may have varying degrees of supervisory responsibility at the project or task levels. May plan, schedule, coordinate and oversee the work of task leads or lower-level engineers or technicians who assist with particular projects.</p>	<p>\$ 150.00</p>

5. Engineer		
<p>A Licensed Professional Engineer is responsible for a particular technical aspect of the project and is the person who usually does the layout or calculations for the Senior Engineer or Project Manager. The Engineer works under the Project Manager of the Senior Engineer. Depending on the size of the project or the firm, the Project Engineer may also produce the CAD/D plans.</p>		
6. Senior Inspector	\$	120.00
<p>Plan, direct, coordinate, or budget, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. May participate in the conceptual development of a construction project and oversee its organization, scheduling, and implementation.</p>		
7. Inspector	\$	100.00
<p>Perform all phases of field assignments to obtain and record accurate and complete data. Interpret specifications, working drawings and conveys intent to the contractor. Responsible for all testing, testing coordination, equipment and equipment maintenance. Perform all aspects of field inspection.</p>		
8. Senior Planner	\$	135.00
<p>Planner with certifications. Plans and conducts assignments, generally involving the larger and more important projects or more than one project. Reviews progress, evaluates results, and recommends major changes in procedures. Operates with considerable latitude for unreviewed action or decision. May represent the organization in outside discussions and technical forums.</p>		

<p><b>9. Planner</b></p> <p>Planner with certifications. Under supervision, performs work that is varied and that may be somewhat difficult in character, but usually involves limited responsibility. Some evaluation, originality or ingenuity is required.</p>	
<p><b>10. Senior Designer</b></p>	<p>\$ 100.00</p>
<p>Discipline designer, drafting lead and/or drafting approver on multidiscipline projects, multiple projects, and large, complex projects. May serve as project manager on less complex projects.</p>	
<p><b>11. Designer</b></p>	<p>\$ 85.00</p>
<p>Discipline designer, drafting lead and/or drafting approver on multidiscipline projects, multiple projects, and large, complex projects. May serve as project manager on less complex projects.</p>	
<p><b>12. Environmental Specialist</b></p>	<p>\$ 75.00</p>
<p>The Environmental Specialist is a technical expert with specific competence in the support of civil engineering, public infrastructure, and land development projects. He must have credibility and professional regard as a scientist with counterparts in federal, state, and local environmental regulatory and compliance agencies. He must be skilled in field applications of wetland science as well as issues pertaining to protected and endangered species and their habitats. The Environmental Specialist is responsible for performing scientifically valid wetland delineations and environmental field surveys for species and habitats, to include proper documentation and reporting. He must then properly and successfully negotiate the associated agency permitting, to include development and implementation of environmental mitigation plans as required in support of the engineering project work.</p>	

13. Senior Environmental Specialist		
<p>The Environmental Specialist is a technical expert with specific competence in the support of civil engineering, public infrastructure, and land development projects. He must have credibility and professional regard as a scientist with counterparts in federal, state, and local environmental regulatory and compliance agencies. He must be skilled in field applications of wetland science as well as issues pertaining to protected and endangered species and their habitats. The Environmental Specialist is responsible for performing scientifically valid wetland delineations and environmental field surveys for species and habitats, to include proper documentation and reporting. He must then properly and successfully negotiate the associated agency permitting, to include development and implementation of environmental mitigation plans as required in support of the engineering project work.</p>		
14. Scientist/Geologist	\$	90.00
<p>The geologist is an expert in "earth processes." The geologist prepares reports and summarizes the field work of others; sometimes, though, the geologist is a field worker, setting up sampling equipment, taking samples, interpreting the data gleaned from that sampling and measuring, and preparing the reports and synopses of the geologist's own field work. These samples might range from a simple soil test to a test of sample cores taken from project areas.</p>		
15. Senior Scientist/Geologist	\$	110.00
<p>The geologist is an expert in "earth processes." The geologist prepares reports and summarizes the field work of others; sometimes, though, the geologist is a field worker, setting up sampling equipment, taking samples, interpreting the data gleaned from that sampling and measuring, and preparing the reports and synopses of the geologist's own field work. These samples might range from a simple soil test to a test of sample cores taken from project areas.</p>		
16. Marine Biologist/Hydrogeologist	\$	105.00
<p>Certified Biologist/Ecologist. Biologist/Ecologists are scientists who study the environment. Using knowledge of a variety of scientific disciplines, ecologists may collect, examine, and report information on the quality of soil, food, air, and water. Some typical tasks of ecologists include conducting field research, which comprises scientific processes to collect soil, plant, water, or animal samples; protect ecosystems and native wildlife; examine animals over a long period of time and observe characteristics such as the animals' life history patterns, population numbers, diet, behavior, and habitat use; analyze laboratory data; prepare written reports; monitor animal population; may supervise work of technicians and technologists; and advise clients.</p>		

<p><b>17. Senior Marine Biologist/Hydrogeologist</b></p>	<p>\$ 60.00</p>
<p>Certified Ecologist. Ecologists are scientists who study the environment. Using knowledge of a variety of scientific disciplines, ecologists may collect, examine, and report information on the quality of soil, food, air, and water. Some typical tasks of ecologists include conducting field research, which comprises scientific processes to collect soil, plant, water, or animal samples; protect ecosystems and native wildlife; examine animals over a long period of time and observe characteristics such as the animals' life history patterns, population numbers, diet, behavior, and habitat use; analyze laboratory data; prepare written reports; monitor animal population; may supervise work of technicians and technologists; and advise clients.</p>	
<p><b>18. Senior GIS Specialist</b></p>	<p>\$ 100.00</p>
<p>GIS consultants work with cartography or surveying. Consultants are responsible for helping to create reports and presentations for companies while maintaining, operating, and repairing GIS map modeling programs.</p>	
<p><b>19. GIS Specialist</b></p>	<p>\$ 100.00</p>
<p>GIS Technicians make maps, customized Geographic Information Systems (GIS) applications and manipulate data to serve a variety of purposes. They read and interpret maps, manipulate and understand digital land data and manage data entered into a GIS database.</p>	
<p><b>20. Clerical/Administrative</b></p>	<p>\$ 60.00</p>
<p>Personnel whose primary job is the engagement in office work.</p>	

<b>21. Senior Technician</b>		
<p>May oversee less senior Technician Positions. Perform highly complex technical and analytical office and field engineering work involving drafting, surveying, mapping, design and related engineering/design activities. They must be able to assemble technical specifications and produce cost estimates in conjunction with the engineered plans. From base design of project at the beginning to as-built/record documentation at the end, they must communicate with field personnel and competently utilize data collected for the project.</p>		
<b>22. Technician</b>	\$	65.00
<p>The Technician position is a engineering/design team member including those with entry-level skill level and up to those with years of apprenticeship, "learning by doing" under the technical supervision and training of more experienced personnel. They are involved directly with the design and engineering work production effort. Technicians must have aptitude and demonstrate continuous improvement in utilizing computer-aided drafting and design software, and other specific automated design and/or computational tools.</p>		
<b>23. Surveyor and Mapper</b>		N/A
<p>State of Florida Registered Land Surveyor. Plans, organizes, and directs work of one or more survey parties engaged in surveying earth's surface to determine precise location and measurements of points, elevations, lines, areas, and contours for construction, mapmaking, land division, titles, mining or other purposes: Researches previous survey evidence, maps, deeds, physical evidence, and other records to obtain data needed for surveys. Develops new data from photogrammetric records. Determines methods and procedures for establishing or reestablishing survey control. Keeps accurate notes, records, sketches to describe and certify work performed. Coordinates findings with work of engineering and architectural personnel, clients and others concerned with project. Assumes legal responsibility for work.</p>		
<b>24. CADD Technician</b>	\$	65.00
<p>The CADD Technician also works under the engineering staff, but requires more direction than the more experienced Senior CAD/D Technician. The CADD Technician produces the CADD plans, but the engineering staff usually must give the CAD/D explicit direction or mark-ups to go by.</p>		

<p><b>25. Survey Crew – 2 Man</b></p> <p>Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.</p>	<p>N/A</p>
<p><b>26. Survey Crew – 3 Man</b></p> <p>Party consists of Survey Crew Chief, GPS Technician and Survey Technician and all equipment and materials to perform work.</p>	<p>N/A</p>
<p><b>27. Survey Crew – 4 Man</b></p> <p>Party consists of Survey Crew Chief, GPS Technician and 2 Survey Technicians and all equipment and materials to perform work.</p>	<p>N/A</p>
<p><b>28. Senior Architect</b></p> <p>When warranted by the project, a licensed and registered Architect and principal of the firm. Architects design, plan, and supervise the construction of buildings. They are responsible for the safety, usefulness, and aesthetics of their buildings. They must design structures that satisfy their clients' needs while conforming to the laws and regulations of the areas in which the structures will be built. Architects work with engineers, urban planners, contractors, and landscape architects.</p>	<p>N/A</p>
<p><b>29. Architect</b></p> <p>Architects design, plan, and supervise the construction of buildings. They are responsible for the safety, usefulness, and aesthetics of their buildings. They must design structures that satisfy their clients' needs while conforming to the laws and regulations of the areas in which the structures will be built. Architects work with engineers, urban planners, contractors, and landscape architects.</p>	<p>N/A</p>



June 10, 2015

City of Naples  
Purchasing Division, City Hall  
735 8<sup>th</sup> Street South  
Naples, FL 34102

Attn: Mr. Greg Strakaluse

**Re: Conestoga-Rovers & Associates, Inc. Changing Name to GHD Services Inc.**

Dear Mr. Strakaluse,

Last year, we were pleased to advise you that Conestoga-Rovers & Associates, Inc. ("CRA") had joined the GHD family of companies, now one of the world's leading professional services companies operating in the global markets of water, energy and resources, environment, property and buildings, and transportation. Together with GHD, we provide engineering, environmental, and construction services.

We are happy to announce that effective July 1, 2015, we will be completing CRA's integration with GHD by officially changing our name to "GHD Services Inc."

Other than the change of name, our business with you will not be affected in any way. Our federal tax ID will remain the same, as will the scope, schedule, fee, terms and conditions, and people working on all of our projects with you. There will be no interruption or gaps in service, project deliverables, or insurance coverages. If requested, updated insurance certificates will be available in June 2015. Should your vendor management and procurement departments require anything more, please let me know.

Our commitment to our clients includes continuity of service and project teams, and continued focus on a high-level of responsiveness. Both CRA and GHD are renowned for client service and long-term client loyalty. With nearly 125 years of combined experience, the trust we have established with you is one of our most valuable assets. We remain committed to our values and to serving you.

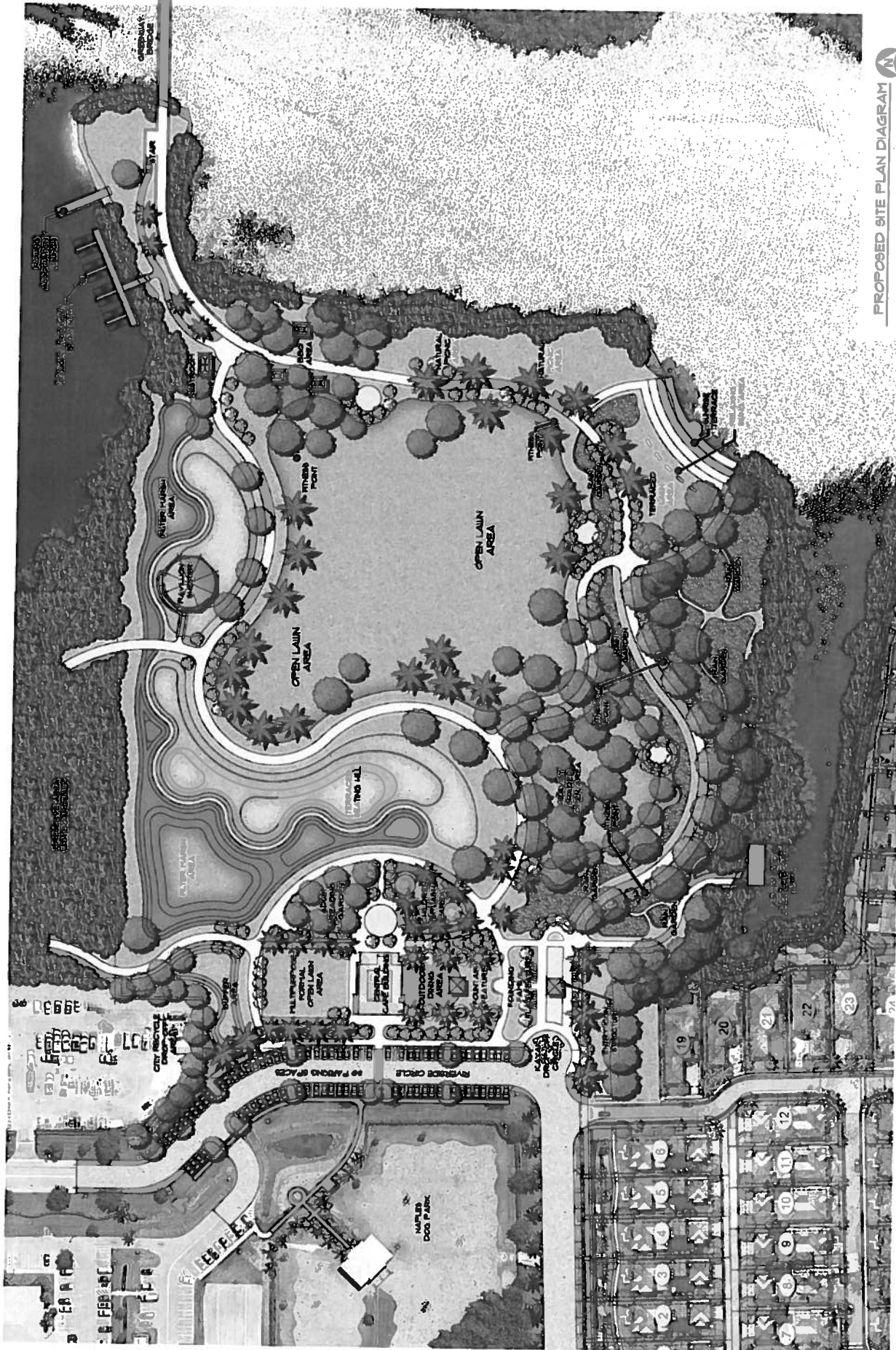
We are sending you this letter well in advance of the effective date of our name change so that we will have ample time to address any questions that you might have. Please do not hesitate to contact me directly and I would be happy to answer your questions and talk with you more about the merger. I can be reached at 239-936-4003 or rlewis@croworld.com. We look forward to continuing our long-standing and highly valued relationship with the City of Naples as we embrace the GHD brand.

Sincerely,

Conestoga-Rovers & Associates, Inc.



Richard G. Lewis, Ph.D, P.E.  
Senior Project Engineer



PROPOSED SITE PLAN DIAGRAM (A)

ALTERNATIVE SITE PLAN "G"

**MK** ARCHITECTURE & PLANNING

City of Naples Baker Park