

SECOND RENEWAL OF AGREEMENT
CCNA PROFESSIONAL SERVICES
Clerk Tracking No. 16-00171

“NAPLES WATER QUALITY SAMPLING ANALYST PROJECT”

THIS SECOND RENEWAL is made and entered into this 21ST day of October 2016 by and between the **City of Naples** and **Cardno, Inc. dba Cardno** and formerly dba **Cardno Entrix**, a Delaware Corporation located at 551 N. Cattleman Road; Sarasota, Florida 34232.

WHEREAS, the City and the Consultant entered into that certain Agreement on November 5, 2014 for Naples Water Quality Sampling Project (**RFP No. 14-051**), Clerk Tracking No. **14-00141**) for the City of Naples; and

WHEREAS, the parties desire to renew the Original Agreement so that the Consultant will provide said services for an additional year as outlined in Attachment A-1, Scope of Services and Basis of Compensation which is attached hereto and made a part of this Renewal with no price increase to the original hourly rates; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (7)(e), Naples City Code, to renew this Agreement;

WHEREAS, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the City and Consultant will abide by the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **“Article Five, Maintenance of Records”** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this First Amendment.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK’S OFFICE

If the **CONSULTANT** has questions regarding the application of Chapter 119, Florida Statutes, to the consultant’s duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONSULTANT shall:

1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

This Second Renewal and First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby renewed from **October 1, 2016 through September 30, 2017 with two more renewals available upon mutual agreement of the CITY and CONSULTANT.**

IN WITNESS WHEREOF, the City and the Consultant have caused this Second Renewal and First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

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

Approved as to form and legal sufficiency:

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

CITY:

CITY OF NAPLES, FLORIDA

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

CONSULTANT:

CARDNO, INC. dba CARDNO

551 N. Cattleman Road

Sarasota, Florida 34232

Attention: **Daniel Hammond**,

Senior Consultant

Mollie Royal
Witness (Signature)

Printed
Name: Mollie Royal

By: Daniel Hammond
(Signature)

Printed
Name: Daniel Hammond

Title: Senior Consultant

FEI/EIN Number: On File (DE)



**City of Naples, Florida
Streets and Stormwater Department**

Upland Stormwater and Pump Station Water Quality Monitoring

**SCOPE OF SERVICES
FY 2017 (October 1, 2016 – September 30, 2017)**

Cardno is pleased to submit this Scope of Services to provide the City of Naples, Streets and Stormwater Department (City) with water quality monitoring, analysis, and survey design services associated with the City's ongoing natural resource management efforts. This Scope is a continuation of technical services initiated during FY 2015 under Bid/proposal No. 14-051. The tasks described here to be completed during FY 2017 include a continuation of upland stormwater lake and pump station water quality monitoring and reporting, development of a study plan for a Floating Island Pilot Study, and as-needed grant proposal assistance.

This Scope is intended to be implemented immediately upon approval by Naples City Council and will continue through the end of the City's fiscal year (September 30, 2017). The sections below provide detail of each task to be completed by Cardno.

Task 1 – Upland Stormwater and Pump Station Monitoring

The City has expressed interest in increasing the ongoing upland stormwater lake and pump station water quality monitoring from the existing quarterly schedule, to a monthly schedule for certain stormwater lakes during FY 2017. The purpose is to relatively quickly collect a robust dataset to add to the existing dataset for each lake that would allow for determination of seasonal patterns in water quality discharged from the City's stormwater lakes. In addition, these monthly data would serve as the baseline dataset for the Floating Island Pilot Study discussed in Task 2 below.

During FY 2017, to facilitate adequate data collection for the Floating Island Pilot Study and to maintain the integrity of the long-term dataset, the stormwater lake and pump station monitoring will be conducted in the following manner:

- > Water quality monitoring will continue for the same set of 15 stormwater lakes and three pump stations as are currently being monitored;
- > Pump station monitoring will continue on the quarterly schedule with no changes;
- > Monthly monitoring of all 15 stormwater lakes will be conducted from October 2016 – December 2016 to ensure uninterrupted monthly data collection while the stormwater lakes for the Floating Island Pilot Study are selected as part of Task 2;
- > Monthly monitoring of ten stormwater lakes will continue from January 2017 through September 2017 – these are the lakes that will be selected in Task 2 as part of the Floating Island Pilot Study;
- > The five stormwater lakes not selected for continued monthly monitoring will revert back to quarterly monitoring from January 2017 – September 2017 (three events).

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Cardno will coordinate the timing of monitoring events with City staff to coincide with the ongoing Naples and Moorings Bays water quality monitoring events, as applicable. The following table provides the parameters for the pump station and upland stormwater lake monitoring that will be measured and collected during the monitoring events. All samples will be collected according to Florida Department of Environmental Protection (FDEP) Standard Operating Protocols (SOP) by trained and experienced Cardno water resource professionals. Cardno adheres to a strict safety policy (Zero Harm) which requires two field samplers for all field activities. Therefore, costs are based on two samplers for all field events. Samples requiring laboratory analysis will be transported to Benchmark EnviroAnalytical, Inc. (Benchmark) for analysis. Benchmark is an FDEP certified and National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory.

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

* Copper analyses will utilize EPA method 200.8 in all samples

The deliverable for this task will be a monthly transmittal of the raw results of all data from that month's monitoring event in tabular form (similar to the table in the previous quarterly reports). Any results of interest, or any measurements that exceed applicable water quality standards will be highlighted. The results table will be transmitted to the City electronically within 7 days of receipt of the results from Benchmark.

Following the last monitoring event of the FY 2017 year (September 2017), an annual report will be generated summarizing in graphical and/or tabular form, all of the results for the 12 monitoring events. The annual report will

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also provide a summary of monthly and annual loadings (nutrients, copper, and solids) from the pump stations. The loading analysis will depend on monthly discharge volume estimates provided by the City for the pump stations. A separate table of the monthly results for the September 2017 monitoring event will also be included. We anticipate the final monitoring event will be conducted as early as possible in September 2017 to allow sufficient time to receive laboratory results and generate the final report prior to the end of FY 2017. Each monthly results transmittal and the final annual report will be provided to the City in draft form and finalized upon approval.

The City also asked for a cost to continue the quarterly sampling schedule, similar to the FY 2016 schedule as a separate line item instead of the monthly schedule. The City may select either schedule as necessary to maintain budgetary expectations. In the event the quarterly sampling is chosen for FY 2017, the sampling and reporting will be identical to the FY 2016 sampling and reporting schedule. A separate line item cost for the quarterly sampling is provided in the Costs section below.

Task 2 – Floating Island Pilot Study Survey Design

This task focuses on the development of a survey design to evaluate the effectiveness of the City's floating islands as a water quality management strategy. This task will utilize a statistically robust BACI (Before – After – Control – Impact) study design to quantify the water quality management effects of installing floating islands in the City's stormwater lakes. The study will be designed around answering two separate but related study questions; 1) do the floating islands improve water quality within the stormwater lakes themselves? (the lakes have aesthetic value to the community); and 2) do the floating islands improve the quality of water discharged to receiving waters? The study will be designed to focus on the parameters currently being monitored in the stormwater lakes (see Task 1).

The survey design will also include an aspect that allows for the quantification of copper within and discharged from the stormwater lakes. The floating islands are not directly expected to affect copper in the stormwater lakes, but the City has initiated agreements with homeowners around the lakes that currently have floating islands to cease application of copper sulfate. The study will address this issue in an attempt to determine if homeowners are complying with this agreement, and if so, answer the question: Do copper concentrations and loads within and discharged from the lakes decrease (and by how much) if floating islands are installed?

The deliverable for this task will be a study plan with all of the information necessary for implementation. During this task, specific lakes to be included will be selected (in accordance with the City), and will include test lakes (those without floating islands, but will have them installed), and control lakes (no floating islands throughout the study). The study will also include continued evaluation of the lakes that currently have floating islands. This study assumes that only those lakes currently being sampled under Task 1 are eligible for inclusion in the study. Selection of lakes outside of those currently being sampled is not included in this task. The study plan will also provide a detailed description of the BACI design will be implemented to answer the study questions and a description of the analysis and statistics that will be employed to quantify and interpret the results. A draft of the study plan will be provided to the City for review and comment and will be finalized upon approval.

This task does not include any implementation of the pilot study. Baseline water quality is expected to be collected under Task 1 described above. It is anticipated that implementation tasks will be discussed with the City and included as necessary in FY 2018, or on another schedule as determined by the City.

Task 3 – As Needed Technical Assistance

This task allows the City to engage Cardno on an as-needed basis for additional technical tasks outside of those described in Tasks 1 and 2 above. Technical assistance provided under this Task is anticipated to focus on as-needed data analysis, statistics, data interpretation, and/or reporting for ongoing City water resource programs. Examples of services provided may include assistance with grant funding proposals and/or technical letters or memorandums to stakeholder groups concerning water resource matters.

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For any task requested by the City, Cardno will provide the City with an anticipated cost via email prior to beginning the task. If the total cost, or sum of multiple action item costs is more than the amount budgeted for this Task, Cardno will inform the City and discuss available options prior to completing the work.

COSTS

The costs associated with this effort will be both **Time and Materials Not to Exceed**, and **Lump Sum** based on the task. The task breakdown and cost is provided in the table below. Tasks 1 and 3 will be billed as Time and Materials, Not to Exceed. Task 2 is provided as Lump Sum. Hourly rates for all tasks are based on a discounted rate schedule for Cardno personnel and follow the same rate schedule as agreed upon in FY 2015 under Bid/proposal No. 14-051.

Task	Fee Type	Task Description	Estimated Hours	Cost
1	Time and Materials	Upland Stormwater Lake and Pump Station Monitoring	428.50	\$68,067
2	Lump Sum	Floating Island Pilot Study Survey Design	70	\$9,285
3	Time and Materials	As –Needed Technical Assistance	N/A	\$10,000
Total Cost for FY 2017				\$87,352

Alternate Task 1 Cost

Should the City decide to forego the monthly water quality monitoring design and wish to continue with the quarterly monitoring, the cost of Task 1 would be reduced to a Time and Materials total of \$31,150. This includes four quarterly monitoring events and a quarterly report for each event, in the same manner as the previous years' monitoring.

Invoices will be submitted monthly.