

**SECOND AMENDMENT TO CITY OF NAPLES, FLORIDA
AGREEMENT (PROFESSIONAL SERVICES)**

20-047 Naples Environmental Sampling & Analysis Project - RFP

October This Second Amendment is made and entered into effective on this 18th day of ~~September~~ 2023, by and between the City of Naples, a Florida municipal corporation, whose address is 735 8th Street South, Naples, FL 34102 ("CITY"), and **WSP USA ENVIRONMENT & INFRASTRUCTURE INC.**, a Nevada Corporation authorized to do business in the State of Florida, whose business address is: 9128 Strada Place, #10115 Naples, Florida 34108 (the "CONSULTANT").

WITNESSETH

WHEREAS, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the CITY; and

WHEREAS, the CITY and CONSULTANT entered into a Professional Consultant Service Agreement dated October 21, 2020 (Clerk Tracking No. 2020-00145) (hereinafter the "Agreement"); and

WHEREAS, the CONSULTANT has provided services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year initial Term commencing October 21, 2020, and ending on September 30, 2023, with an option for the CITY to extend the term for two (2) additional one year periods if agreeable to the CONSULTANT; and

WHEREAS, the CONSULTANT notified the CITY that it would like to exercise the option to extend the term of the Agreement for an additional year with an increase to the Scope and Compensation per Exhibit A; and

WHEREAS, pursuant to Section 2-667(7)(e) of the City of Naples Code of Ordinances, the City Manager has determined that an extension of the term of the Agreement for one additional one year period with an increase to the Scope and Compensation per Exhibit A is in the best interest of the CITY, and CONSULTANT is agreeable to an extension of the term of the Agreement subject to the price increase and 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. **Recitals.** The foregoing recitals are true and correct, ratified and incorporated by reference herein as if fully stated.
2. **Time.** Paragraph 3.1 is hereby amended to provide for an option for the parties to extend the Agreement for two additional one-year periods (Years 4 & 5). The first option (Year 4) shall begin on October 1, 2023, and end on September 30, 2024, with each Fiscal Year having a '60-day Administrative Close-out time frame. Prior to the expiration of the first option (Year 4), the City may exercise the second option (Year 5) with the agreement of the CONSULTANT.

3. **Compensation.** Paragraph 4.1 is amended to provide for payment during Year 4 Renewal in an amount not to exceed \$177,700 being Year 4 of said agreement, with each additional year having a new Scope of Services and its associated Fiscal Year Scope and Compensation, and each shall be paid in the manner set forth in the "Basis of Compensation" which provided in Exhibit A.

4. **E-Verify Compliance.** Paragraph 14.7 in the Agreement is hereby deleted and replaced by the following paragraph:

CONSULTANT shall be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall require any subcontractor to insert into any subcontracts the requirements of this paragraph and shall be responsible for ensuring compliance by all subcontractors. The CONSULTANT agrees to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023); as amended; and the CONSULTANT will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONSULTANT will also be liable for any additional costs to CITY incurred because of the termination of the CONSULTANT. The CITY shall upon a good faith belief that the CONSULTANT or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate this Agreement, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes.

5. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or extending a contract for goods or services of any amount if, at the time of contracting or extending, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or extending a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or extending, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List,

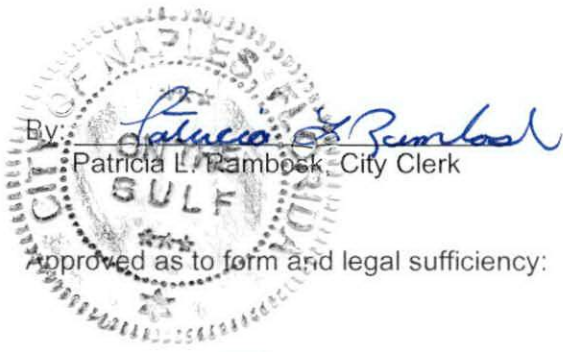
or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

6. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
7. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal yearend shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
8. **Ethics.** CONSULTANT acknowledges that it is a "Covered Person" as that term is defined by Section 17.3(1)(a) of the Naples Charter and the City of Naples Code of Ethics, and understands and agrees that it is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during the term, and for a period of two years after termination, of the Agreement and that it may be liable to the CITY for payment of liquidated damages in favor of the CITY for violation of this prohibition in the amount equal to the greater of: (1) the compensation received by the compensated public official or city employee from the business entity, and (2) the amount equal to the total of the compensated public official's or city employee's last two years of gross compensation from the city.
9. **Counterparts.** This Extension 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.
10. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including but not limited to, the terms of payment of the Agreement all remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Extension to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

CITY OF NAPLES, FLORIDA



By: Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

By: [Signature]
City Attorney

By: [Signature]
Jay Boodheshwar, City Manager

(CORPORATE SEAL)

[Signature]
Witness (Signature)

Printed
Name: Susan Praisler

By: [Signature]
(Signature)

Printed
Name: Crissy Mehle, PE, CFM, ENV, SP

Title: VP, Florida Water Lead

[Signature]
_ Witness (Signature)

Printed
Name: Lance Lumbard



550 Northlake Boulevard
Ste 1000
Altamonte Springs, FL 32701
wsp.com

August 25, 2023

Christopher Lienhardt
Natural Resources Division
Streets & Stormwater Department
City of Naples
295 Riverside Circle
Naples, FL 34102

Via email: clienhardt@naplesgov.com

Subject: Proposal for Professional Services – Year 4 Monitoring
Environmental Sampling & Analysis
Contract RFP No. 20-047 (Year 4)
WSP Project No. 600734.4

Dear Mr. Lienhardt:

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to submit this proposal to the City of Naples Streets and Stormwater Department (City of Naples) for Year 4 of the Environmental Sampling & Analysis Project (Solicitation No.: 20-047) including water quality sampling and analysis of stormwater lakes and pump stations and other technical assistance. The following services are in accordance with the Environmental Sampling & Analysis Project Professional Services Agreement (Clerk Tracking No. 2020-00145). The following sections describe the proposed scope of services, deliverables, schedule, and fees.

BACKGROUND

Undesirable environmental conditions, such as excessive nutrient loads, algae blooms, and reduced species abundance/richness, emerge from interactions among natural and anthropogenic drivers that are distributed throughout the watershed. For instance, nutrient runoff from an urban watershed might facilitate the growth of naturally occurring algae to trigger a bloom that depletes dissolved oxygen and restricts the growth of other species. These interactions are often complex and dependent on multiple factors, such that the same level of nutrient loading may cause an algae bloom under some circumstances but not others. A robust sampling program is necessary to understand these interactions.

WSP is currently conducting the sampling and analysis of the City's stormwater and pump station locations as part of the City of Naples' robust stormwater lake sampling. The data provide valuable insight into the water quality within the lakes and potential impacts on receiving waterbodies. Consistent review and analysis of the monitoring data provide the City of Naples with a mechanism to best manage the City's stormwater system overall.

1.0 PROJECT DESCRIPTION

The project consists of water quality sampling and analysis at the City of Naples stormwater lakes and pump stations and associated monthly and annual reporting. Other related technical assistance, for example, sediment, surface, or groundwater studies, algal sampling and identification, detailed study of a particular subwatershed, or additional statistical analyses such as trend analysis of a subset of the water quality data can also be requested by the City of Naples and a separate scope and fee will be prepared.

2.0 SCOPE OF SERVICES

The Scope of Services, including task descriptions and deliverables, are provided below.

2.1 Task 1- Surface Water and Pump Station Monitoring and Analysis

WSP will conduct surface water sampling at the City of Naples stormwater lakes and pump stations, prepare monthly data deliverables, prepare an annual report including data analysis and interpretation, and present the findings to the City Council.

2.1.1 Implementation and Coordination of Stormwater Sampling Program

WSP will mobilize resources and coordinate with subcontractors and the City to implement the Year 4 stormwater sampling program to begin in October 2023 and end in September 2024. WSP will participate in two coordination meetings, which will include a kickoff and a draft report comment review meeting with WSP and City of Naples staff. The kickoff meeting will occur prior to the initiation of the sampling program and will be attended by WSP's project manager via online meeting. At the kickoff meeting, WSP will review overall project objectives, the scope of services, project schedule, coordination, and access issues. This task also includes effort for WSP's project management activities such as invoicing, progress reports, and routine communications.

2.1.2 Sample Collection and Laboratory Analysis

WSP will conduct 12 monthly sample collection events at twenty-four (24) stormwater lake sampling locations and three (3) pump stations for one year. Proposed locations are shown in **Figure 1** with sample IDs provided in **Table 1**. The sample locations proposed for the Year 4 sampling program are the same locations that WSP is currently sampling for Year 3 with the addition of two stormwater lake sampling locations at the inlets to North Lake (8A) and Spring Lake (11A) (**Table 1**). The sample collection schedule will be coordinated according to the City of Naples' Naples Bay water quality monitoring, when possible, though scheduling may sometimes require that WSP's stormwater lakes sampling is conducted on a different day than the City's Naples Bay sampling. In-situ water quality measurements will be recorded alongside sample collection and will include temperature, pH, dissolved oxygen (mg/L and % saturation), and conductivity/salinity. Water quality meters (e.g., YSI) will be calibrated and maintained according to FDEP SOPs. Samples will be collected according to FDEP SOPs. After proper preservation (e.g., acidification or filtration as required) immediately after collection, samples will be placed on ice and transported to the analytical laboratory within analytical hold times. To meet QA/QC requirements, WSP will collect one equipment blank per month per sampling team for all parameters except microbiological (fecal coliform, *E. coli*, and Enterococci), biological (chlorophyll-a), and physical/aggregate parameters (hardness, color, total suspended solids, turbidity).



Figure 1 - City of Naples stormwater lake and pump station locations.
(Bolded locations sampled Year 1 through Year 3 and proposed for Year 4)



Sample ID	Lake Name	Sample ID	Lake Name
1SE-B	Devils Lake	11B	East Lake
2B	Swan Lake	13B	Lake 13
3B	Colonnade Lake	14B	Lantern Lake
4B	Hidden	15B	Sun Lake Terrace
5B	Lake Suzanne	16B	Thurner
6B	Mandarin Lake	17B	Lake 17
8A*	North Lake	19B	15th Ave N Lake (WTP Lake)
8B	North Lake	20B	Forest Lake
9B	South Lake	21B	Willow
10B	Alligator Lake	22B	Lake Manor
11A*	Spring Lake	23B	Lowdermilk
11C	Spring Lake	26B	NCH Lake
Sample ID		Pump Station Name	
PW-Pump		Public Works Pump	
11-Pump		Cove Pump	
14-Pump		Port Royal Pump	

* Additional sampling locations for Year 4 monitoring

Table 1 – Sample ID with Associated Lake Name and Pump Station

Table 2 lists the water quality parameters that will be analyzed in each sample, the analytical methods, number of samples per analyte, number of blanks, and the detection limits. The water quality parameters proposed for Year 4 are the same parameters analyzed in Year 3. The standard laboratory turnaround time (TAT) for receipt of data is 7 – 10 days, however, recent lab TATs have been closer to 30 days or more.

Analyte	Method	# of Samples per Year	# of Blanks per Year	Detection Limit
Total Kjeldahl Nitrogen	351.2	300	24	0.05 mg/L
Nitrate + Nitrite Nitrogen	Systea 1-reagent	300	24	0.006 mg/L
Ammonia Nitrogen	350.1	300	24	0.008 mg/L
Total Nitrogen	Calculation	300	24	0.05mg/L
Total Phosphorus	365.3	300	24	0.008 mg/L
Total Hardness	SM2340C	300	0	0.682 mg/L
Color/pH	SM2120B	300	0	2.5 CU
Turbidity	180.1	300	0	0.11 NTU
Ortho-Phosphorus	365.3	300	24	0.002 mg/L
Total Suspended Solids	SM2540D	300	0	0.570 mg/L
Copper	SM3113B/MIBK	300	24	0.346/0.271 mg/L
Chlorophyll a*	445.0	264	0	0.25 ug/L
Fecal Coliform (MF)	SM9222B	300	0	#/100 mL
E.coli (MPN)	SM9223B (quantitray)	300	0	#/100 mL
Enterococci	EPA 1600	300	0	#/100 mL
Total Organic Carbon	SM5310B	300	24	0.271 mg/L
Dissolved Organic Carbon	SM5310B	300	24	0.271 mg/L
Chemical Oxygen Demand**	410.4	12	24	7.04 mg/L

*Stormwater lake samples only

** Swan Lake (Lake 2) only

Table 2 - Water Quality Sample Analytical Information

Samples will be collected in one day using two sampling teams. The two teams will work separate routes, splitting the sampling and coordinating mid-day meet-up with the lab courier for the first set of samples and a single lab drop-off for the end of the day with the remaining samples. In the event that collecting all samples in one day is interrupted (e.g., inclement weather, equipment malfunction), WSP will notify the City as soon as possible and inform the City of the schedule to complete the sampling.

WSP obtained a quote from Benchmark EnviroAnalytical, Inc. (Benchmark) a NELAP certified laboratory. Benchmark is currently conducting the laboratory analysis for the Year 3 stormwater lake and pump station samples collected by WSP and the previous Year 2 samples. The anticipated monthly analytical costs for the parameters in **Table 2** are \$6,938.25 from Benchmark and these analytical costs are included in the fee schedule (**Attachment A**); the quote from Benchmark is included in **Attachment B**.

2.1.3 Data Analysis, Interpretation, and Reporting

WSP will prepare monthly reporting deliverables and an annual report summarizing the water quality monitoring program that will include statistical analysis methods and results, interpretation, and recommendations. For the annual report, WSP will update the existing dataset (which includes data to as far back as 2014), update the statistical analysis used in the Year 1 and 2 reports, and prepare a standalone report.

The deliverables for **Task 1** include:

- Coordination of kick-off meeting and meeting minutes (electronic)
- Lab reports (monthly, submitted electronically)
- QA/QC reports (monthly, electronic)
- Chain of custody forms (monthly, electronic)
- Raw data in spreadsheet format
- Annual summary report outline and proposed statistical analyses (electronic)
- Annual summary report (electronic)
- Presentation of Annual Report to City Council

3.0 Task 2 - Other Technical Assistance

The City of Naples may request algal identification, special sediment, surface, or groundwater studies, or related technical assistance (e.g., intense study of a sub-watershed or additional statistical analyses such as trend analysis of a subset of the water quality data). WSP staff has the availability to carry out any additional sediment, groundwater, and/or surface water monitoring, pollutant sourcing, statistical data analysis, data interpretation, GIS mapping/analysis, grant funding proposals, reporting, support for ongoing City environmental programs, and technical memorandums at any time. Such additional as-needed projects can be incorporated under a separate scope and costs at any time during the contract period. WSP’s proposed Task 2 budget includes \$15,000 for a future Task 2 scope to be determined jointly by WSP and the City of Naples. WSP and the City of Naples will approve the scope in writing prior to WSP expending any effort on this task.

3.1 SCHEDULE

The proposed deliverable due dates are included below in **Table 3**.

Task	Subtask	Deliverable	Due Date
1 -Surface Water Sampling and Analysis	1.1	Sampling and analysis kickoff meeting minutes	Within two weeks of meeting
	1.2	Monthly sampling lab reports, QA/QC reports, chain of custody forms, raw data in spreadsheet format	30 days following sampling event (dependent on lab TAT)
	1.3	Annual summary report outline and proposed statistical methods	Within six months of NTP
	1.3	Final annual summary report	12/20/2024
2 - Other Technical Assistance	N/A	To be determined	NA

Table 3 - Proposed Deliverable Due Dates -Fiscal Year 2024

3.2 FEES

The fees associated with each Task for Year 4 are included in **Table 4** and are on a Time and Materials Basis. A detailed Fee Schedule is provided in **Attachment A**, quote from the laboratory is in **Attachment B** and the Personnel Hourly Rate Schedule is provided in **Attachment C**.

Task	Subtask	Description	Cost
1 - Surface Water and Pump Station Monitoring and Analysis	1.1	Implementation of stormwater sampling program and kickoff meeting	\$1,168
	1.2	Sample collection and laboratory analysis	\$145,881
	1.3	Data analysis, interpretation, and reporting	\$15,651
TASK 1 SUBTOTAL			\$162,700
2 - Other Technical Assistance	2.1	Special algal, sediment, surface, or ground-water studies or related technical assistance	\$15,000
	TASK 2 SUBTOTAL		
Project Total			\$177,700

Table 4 - Proposed Fee Summary (Time and Materials)

CLOSING

If you have any questions regarding this Fee Proposal, please do not hesitate to contact WSP's Project Manager Jason Danaher at the number listed below.

Sincerely,
WSP USA ENVIRONMENT & INFRASTRUCTURE INC.



Jason Danaher
 Project Manager
 Tel: 407-280-4418
 E-mail: jason.danaher@wsp.com



Christine Mehle, PE, CFM, ENV SP
 Vice President, FL Water Lead

- Attachments
 A – Fee Schedule
 B – Benchmark EnviroAnalytical Quote
 C - Personnel Hourly Rate Schedule

JD/CM/spp

ATTACHMENT - B

BENCHMARK ENVIROANALYTICAL INC

1711 12th St East
 Palmetto, FL 24221

tel: 941-723-9986
 fax: 941753-6061

QUOTATION WOOD GROUP PLC - CITY OF NAPLES MONTHLY SW FY 2022-2023 - 06.29.2022

Contact: Suzy Baird				Date : 06/29/2022		
Company: Wood Group PLC				Phone No. : 352-333-2616		
Address: 281 Airport Road South, Suite281				Email : suzy.baird@woodplc.com		
Naples FL 34104						
PARAMETER	METHOD	MDL	MATRIX	EA. COST	#SAMPLES	Estimated MonthlyTotal
-27 Sites Monthly						
Tot. Kjeldahl Nitrogen	351.2	0.05mg/L	SW	\$18.00	29	\$522.00
Nitrate + Nitrite Nitrogen	Systea 1-reagent	0.006 mg/L	SW	\$12.50	29	\$362.50
Ammonia Nitrogen	350.1	0.008 mg/L	SW	\$15.00	29	\$435.00
Total Nitrogen	Calculation	0.05mg/L	SW	\$0.00	29	\$0.00
Total Phosphorus	365.3	0.008 mg/L	SW	\$15.50	29	\$449.50
Total Hardness	SM2340C	0.682 mg/L	SW	\$11.50	27	\$310.50
Color/pH	SM2120B	2.5 CU	SW	\$10.50	27	\$283.50
Turbidity	180.1	0.11 NTU	SW	\$8.50	27	\$229.50
Ortho-Phos. (field filtered)	365.3	0.002 mg/L	SW	\$14.50	29	\$420.50
Syringe/Filters				\$1.00	29	\$29.00
Total Suspended Solids	SM2540D	0.570 mg/L	SW	\$10.00	27	\$270.00
Copper	SM3113B/MBK	0.346/0.271 mg/L	SW	\$11.75	29	\$340.75
Chlorophyll a	445.0	0.25 mg/m ³	SW	\$26.50	24	\$636.00
E. coli (MPN)	SM9223B (quantitray)	#/100 mL	SW	\$16.00	27	\$432.00
Enterococci	EPA 1600	#/100 mL	SW	\$17.00	27	\$459.00
Fecal Coliform (MF)	SM9222B		SW	\$17.00	27	\$459.00
COD	410.4	7.04 mg/L	SW	\$24.00	4	\$96.00
TOC	SM5310B	0.271 mg/L	SW	\$19.50	29	\$565.50
DOC (lab filtered)	SM5310B	0.271 mg/L	SW	\$22.00	29	\$638.00
				\$270.75		\$6,938.25
ANNUAL TOTAL (12 months) =		\$83,259.00				
NOTES:						
WIN Reporting (\$5.00 / Report)						
Excel & standard PDF report included in cost						
Courier Service for sample pick-up / kit drop-off = \$80/hour. When not able to coordinate with BEAS Field Tech or courier.						
3 hour round-trip travel estimated						
Overtime Charge for samples received in late afternoon = \$75/hour.						
Sampling Service (travel, sampling, documentation, field parameters) - \$77/hour						
3 hour round-trip travel + 0.5hr per site estimated (if boat is not needed)						
07/25/2023 - Tracy Jeffries - Updated to reflect 2 additional sampling events						

ATTACHMENT – C

PERSONNEL HOURLY RATE SCHEDULE

WSP USA E&I, Inc. Labor Classifications	Hourly Rate
Sr. Project Manager	\$210.89
Senior Engineer	\$189.26
Senior Scientist	\$156.82
Engineer	\$146.00
Scientist	\$124.37
Environmental Specialist	\$129.78
GIS Specialist	\$118.97
Senior Technician	\$113.56
Technician	\$91.83
Clerical/Administrative	\$75.71