

**FOURTH AMENDMENT
TO AGREEMENT**

THIS FOURTH AMENDMENT (the "Fourth Amendment") to the Continuing Contract for Professional Services is made and entered into this **20th day of November, 2013** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Hazen and Sawyer P.C.**, a Florida Corporation, authorized to do business in the State of Florida, whose business address is **2201 Cantu Court, Suite 109; Sarasota, Florida 34232**, (the "Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Services, dated June 3, 2009 (Resolution No. 09-12452, Bid No. 010-09, (the "Original Agreement") for services associated with **design, permitting, and bidding assistance for Aquifer Storage and Recovery (ASR) Well 3** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Fourth Amendment so that the Consultant will provide additional services related to Bid 058-13 and pursuant to 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
 - i. Reference.
2. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of \$148,664.00 for additional services as outlined in the attached quote from Hazen & Sawyer P.C.; seven (7) pages, Attachment A, City Task Order No. 7 and made a part of this Fourth Amendment.
3. The terms of this Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fourth 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.

IN WITNESS WHEREOF, the City and the Consultant have caused this Fourth 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

CITY:

CITY OF NAPLES, FLORIDA

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

Approved as to form and legal sufficiency:

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

CONSULTANT:

**Hazen & Sawyer, P.C.
2201 Cantu Court, Suite 109
Sarasota, Florida 34232**

By: Albert Muniz
(Signature)

Robert B. Taylor
Witness

Robert B. Taylor
Printed Name
Vice President

Printed
Name: Albert Muniz

Title: Vice President

Fourth Amendment to agreement

**City of Naples
City Task Order No. 7**

**Hazen and Sawyer Project No.: 41000-007
Aquifer Storage and Recovery – Phase 3**

November 5, 2013

OVERVIEW

The City of Naples City Council (hereinafter CITY) requested that Hazen and Sawyer, P.C. (hereinafter H&S) assist the City with engineering services for expansion of their reclaimed water / surface water aquifer storage and recovery (ASR) system. This system is an integral part of the City's Water Use Permit (WUP) and is a requirement by the South Florida Water Management District (District) as an element of the permit to assist the City in addressing irrigation demands. This work is related to the ongoing water use permitting assistance efforts for which Hazen and Sawyer was selected.

Benefits of the stormwater ASR concept include expansion of the reuse system and minimizing surface water discharge to sensitive areas such as Naples Bay and Gordon River. This project is consistent with the City's overall integrated water management plan and is supported by both the Florida Department of Environmental Protection (FDEP) and the Big Cypress Basin and South Florida Water Management District (District).

Services provided in this Task Order include construction management and oversight of the third ASR Well (ASR-1) and a third Monitor Well (i.e., MW-3) at the City's wastewater treatment plant (WWTP). Also included is preparation of a well completion report as required by the Florida Department of Environmental Protection (FDEP). The scope of work described in this Task Order is organized authorization into tasks as follows:

- Task 1 – Construction Management and Oversight
- Task 2 – Well Completion Report

SCOPE OF SERVICES

TASK 1 – Construction Management and Oversight

The construction contract administration task is intended to provide overall project management for the project as well as assistance with construction and testing of the ASR-3 and MW-3. The anticipated construction and testing duration for this phase of the contract is 120 calendar days (i.e., through substantial completion). Part-time services through final completion are anticipated to be an additional 30 calendar days.

Provide services for the management of engineering services during the construction period. Such management activities will include project coordination with the CITY, contractor and resident project representative. Attend coordination meetings with contractor and CITY during the course of the project. General management will also include scheduling specialty inspections, and general correspondence with CITY, construction contractor and subcontractors.

Maintain orderly files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents. Assist with review and evaluation of testing.

Receive and log correspondence, change orders, shop drawings, and submittals received from the contractor. Prepare and issue necessary technical interpretations and clarifications of the Contract Documents in a timely manner. Make recommendations on requests of the contractor and the CITY as to the acceptability of construction or the interpretation of the technical requirements of the Contract Documents.

Review the technical appropriateness, project cost and / or schedule impacts due to of changes submitted by the contractor, requested by the CITY or recommended by H&S.

Comment on the technical aspects and impact of the change request in terms of project cost and schedule. Prepare change orders and negotiate changes in contract time and cost with the contractor. Prepare an analysis of the change request indicating reasons for acceptance, references to applicable sections of the contract documents that validate or disclaim the change request, and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. Prepare, recommend and submit for CITY's approval such change orders. This task order does not include services related to claims analysis or litigation support.

Review shop drawings and any other submittals that the contractor is required to submit by the contract documents. Reviews will be completed within twenty-one (21) calendar days of H&S's receipt of the submittal except for special items requiring longer review time if so noted in the contract documents. The review will be for conformance with the design intent and compliance with the information presented in the contract documents. Determine the acceptability of materials and equipment proposed by the contractor. Shop drawings will be returned to the contractor with H&S's written comments and recommendations concerning their completeness under the contract document. Retain one copy of each shop drawing for delivery to the CITY at the end of the project.

Review the construction contractor's monthly applications for payment and accompanying data and recommend approval of payments due to the construction contractor. H&S's recommendation of any payment requested in an application for payment will constitute a representation by H&S to the CITY as an experienced and qualified professional, that based on H&S's Resident Project Representative on-site observations of construction in progress; that, to the best of H&S's knowledge and belief, that construction has progressed to the point indicated and that the quality of construction is in substantial accordance with the contract documents. Process pay requests in accordance with the Florida Prompt Payment Act. Incoming invoices processed by H&S will be mechanically stamped with the date received.

The contractor shall be required to submit detailed construction progress schedules on a monthly basis. Review the contractor's progress schedule for acceptance. Acceptance will demonstrate that the schedule is acceptable with respect to the Contract Documents.

The detailed observation task includes the field work related to oversee the construction and testing of the exploratory well. Work will include preparation of daily reports, communication with applicable regulatory agencies, and general compliance with the contract documents. Also included will be oversight during

testing, notification of substantial and final completion, and project closeout services. H&S will prepare and distribute weekly project progress reports.

Furnish Resident Project Representative (RPR) to observe construction and testing activities as follows:

- **Construction Observation** – Conduct part-time on-site observations of construction in progress to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that completed construction conforms to the Contract Documents. Inform H&S and the Contractor whenever RPR believes that any construction is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- **Photographic Record** – Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital type taken to define the progress of the project and unusual or important construction events as deemed necessary.
- **General Coordination** – Oversee substantial and final completion inspections, coordinate delivery of materials, and maintain the punch list. Upon RPR issuance of a punch list for a substantially complete work element, the RPR will follow up to assure that punch list items are corrected and/or completed.
- **Coordinate Laboratory Testing** – Coordinate with City's testing laboratory to schedule water sample collection and laboratory tests as requested by the contractor and required by the Contract Documents.
- **Observe Regulatory Agency Inspections** – Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections in the daily reports which will be recorded on H&S's standard forms.
- **Daily Log** – Keep a daily diary and / or log book recording key activities which occurred during the work day. Forward the RPR's completed daily logs to the FDEP and the City on a weekly basis.
- **Well Performance Testing** – RPR will coordinate with the well drilling contractor to observe and record hydraulic information during the performance testing of the new wells. The performance testing requirements will be outlined for the well drilling contractor in the Contract Documents. Information to be recorded for use in design of pumping equipment includes:
 - ✓ Pumping rate
 - ✓ Water levels
 - ✓ Static water level prior to pumping
 - ✓ Drawdown
- **Geological Log** – Collection and analysis of drill cutting and preparation of a log of drill cutting lithology.

Conduct substantial completion inspections when requested by the contractor and the RPR recommends that the work is sufficiently complete to warrant a substantial completion inspection. The following substantial completion inspections are contemplated:

- One (1) substantial completion inspection

During the substantial completion inspection the inspection staff will prepare initial punch list items requiring completion or correction to the satisfaction of CITY. The RPR will be responsible for maintaining the punch-list and issuing updates to the punch-list on a periodic basis.

Upon the request of the contractor and concurrence of the RPR and the CITY, conduct final inspections of portions of the project as they are finished to determine if construction has been completed in substantial accordance with the contract documents and the construction contractor has fulfilled its obligations there under. The following project closeout inspections are contemplated:

- One (1) project closeout inspection

Based on the results of the final inspection, judge the work complete or not complete. If the work is judged complete, issue a "notice of final acceptance and recommendation for final payment".

Deliverables:

- 1.1 Daily reports
- 1.2 Weekly progress reports
- 1.3 Review and interpret testing data
- 1.4 Pay request recommendations
- 1.5 Substantial completion letter
- 1.6 Final completion / letter

TASK 2 – Well Completion Report

Prepare and submit a well completion report that documents the well construction and testing performed. This report will be used to support a future the Class V Injection Well construction and testing permit application to be submitted to the FDEP under separate contract. Four (4) copies of the Draft Well Construction Report will be submitted to the City for review.

A meeting will be scheduled within two week of submittal of the draft report to the CITY. The purpose of the meeting is to collect CITY input on the Draft Well Construction Report. Meeting minutes will be prepared and distributed to summarize discussions of the meeting. Comments received from CITY during review of the Draft Well Construction Report Review Meeting will be incorporated and a Final Well completion Report will be prepared and submitted to the CITY. Ten (10) copies of the Final Well Completion Report will be submitted to the CITY.

Deliverables:

- 2.1 Draft well completion report
- 2.2 Meeting minutes from review of draft well completion report
- 2.3 Final well completion report

COMPENSATION

Compensation for the above services will be based on a time and material basis based on the level of effort and percent complete noted in that attached fee schedule and as shown below:

Task	Description	Estimated Cost
1	Construction and Testing Oversight	\$134,196
2	Well Completion Report	\$14,468
	Total Cost	\$148,664

The total cost for services for this package will not exceed **\$148,664.00** without formally amending the Scope of Work.

SCHEDULE

The schedule for the proposed services is presented below:

Task	Description	Estimated months from NTP
1	Construction and Testing Oversight	3-4
2	Well Completion Report	4-6
	Total	~ 5-6

NTP = Notice to proceed

ASSUMPTIONS

A list of project assumptions is presented below:

- 1) The total construction duration of the exploratory well is estimated to be 120 calendar days.
- 2) Permits besides those listed in this task order are considered beyond the scope of services and will require additional scope and fee.
- 3) The City shall provide written comments within two weeks of submittal of document.
- 4) The City will pay for all permit fees.
- 5) The City will be provided with four (4) copies of draft documents.
- 6) The City will be provided with ten (10) copies of final documents.
- 7) H&S will not proceed with work above the level of effort estimated in the attached fee schedule without prior approval from the City. Fee is based on level of effort shown in fee schedule.
- 8) The City will provide soft digs for utility locations as needed.

CITY OF NAPLES

ASR Implementation Phase 3

Task Order No. 7

Date: 05-Nov-13

Cost based on a time and material basis

TASK	DESCRIPTION	COST					TASK TOTAL
		Principal Engineer	Senior Engineer	Engineer	Designer / Scientist	Technical	
1	Preliminary design	0	0	0	0	0	\$0
2	Final design	0	0	0	0	0	\$0
3	Permitting	0	0	0	0	0	\$0
4	Construction bid services	0	0	0	0	0	\$0
5	Construction contract admin	64	8	56	16	56	\$26,688
6	Detailed observation	84	8	0	972	36	\$109,976
7	Additional services	0	0	0	0	0	\$0
	Expenses						\$12,000
	PROJECT TOTALS	148	16	56	988	92	\$148,664

CITY OF NAPLES

ASR Implementation Phase 3

Task Order No. 7

Date: 05-Nov-13

Cost based on a time and material basis

TASK	DESCRIPTION	COST					TASK TOTAL
		Principal Engineer	Senior Engineer	Engineer	Designer / Scientist	Technical	
1	Preliminary design						
	Draft Tech Memo	0	0	0	0	0	\$0
	Final Tech Memo	0	0	0	0	0	\$0
	Sub-total	0	0	0	0	0	\$0
2	Final design						
	60% Complete documents	0	0	0	0	0	\$0
	100% Complete documents	0	0	0	0	0	\$0
	Sub-total	0	0	0	0	0	\$0
3	Permitting						
	Class V construction permit	0	0	0	0	0	\$0
	Class V operation permit	0	0	0	0	0	\$0
	Golden Gate Canal permit	0	0	0	0	0	\$0
	Building dept assistance	0	0	0	0	0	\$0
	Sub-total	0	0	0	0	0	\$0
4	Construction bid services						
	Responses to questions	0	0	0	0	0	\$0
	Meeting attendance	0	0	0	0	0	\$0
	Sub-total	0	0	0	0	0	\$0
5	Construction contract admin						
	Office support	40	4	16	8	40	\$14,220
	Reports	24	4	40	8	16	\$12,468
	Sub-total	64	8	56	16	56	\$26,688
6	Detailed observation						
	Daily oversight	0	0	0	900	16	\$83,920
	Testing oversight	40	4	0	16	8	\$10,652
	Data analysis	40	4	0	40	8	\$12,860
	Project closeout	4	0	0	16	4	\$2,544
	Sub-total	84	8	0	972	36	\$109,976
7	Additional services						
	Startup assistance	0	0	0	0	0	\$0
	Other	0	0	0	0	0	\$0
	Sub-total	0	0	0	0	0	\$0
	EXPENSES						\$12,000
PROJECT TOTALS		148	16	56	988	92	\$148,664