

**THIRD AMENDMENT  
(PROFESSIONAL SERVICES)**

**THIS THIRD AMENDMENT** (the "Third Amendment") to the Contract for Professional Services is made and entered into this 23<sup>rd</sup> day of July, 2014 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Weston & Sampson Engineers, Incorporated**; a Massachusetts Corporation; located at **4210 Metro Parkway, Suite 250; Fort Myers, Florida 33916**, (the "Consultant").

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Professional Services, dated May 16, 2012 (Bid No. RFP 12-018 and Clerk Tracking No. 12-00024) (the "Original Agreement") for Professional Services associated with **Reclaimed Water Distribution Expansion** (the "Project"); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Third Amendment so that the Contractor will be provided additional time 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 Reference.
2. "Article Three, Time" shall be amended to **September 30, 2015** for the provision of additional time the Contractor will have for the completion and close out of the Project, **Reclaimed Water Distribution Expansion**.
3. "Article Four, Compensation" shall be amended to reflect changes in scope of services and for the provision of additional fees by the Consultant in the amount of \$21,900 for engineering services indicated in Third Amendment Attachment A, which is attached and made a part of this Third Amendment.
4. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This Third 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 Contractor have caused this Third Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CITY:**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: Jessica R. Forerberg for  
Patricia L. Rambosk, City Clerk

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

Approved as to form and legal sufficiency:

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

**WESTON & SAMPSON ENGINEERS, INC.**

[Signature]  
Witness (Signature)

Printed  
Name: Erik Isern PE

By: [Signature]  
(Signature)

Printed  
Name: Jeffrey A. Wilson, PE PWLF

Title: Regional Manager

Amendment to Professional Services Agreement



## CITY OF NAPLES RECLAIMED WATER TRANSMISSION MAIN

THE FOLLOWING SCOPE OF WORK IS DELETED FROM THE CONTRACT:

Delete the following tasks and sub-tasks:

### 5. PROMOTING RECLAIMED WATER USAGE

#### d. Relationship Development with Potential Customers

- i. Prepare communication material(s)
  1. Fact Sheet
  2. News Releases
  3. *Remains in agreement*
  4. E-mail blasts
  5. Web page data
- ii. Meetings
  1. Quarterly Public Meetings during design phase
  2. Targeted customer meetings
- iii. Tours
  1. Owner's AWWRF
- iv. Workshops-Landscaping
  1. Conduct 3 workshops

Also, the reimbursable expense line item will be reduced for Task 5d appropriately

THE FOLLOWING SCOPE OF WORK IS ADDED TO THE CURRENT CONTRACT:

### Task 7 - Construction Administration Services

OWNER desires to modify ENGINEER's current scope of services for Task 7-Construction Administration Services by adding the following Reclaimed Water Transmission Main projects:

- Option T-2
- Option T-8

Add the following tasks and sub-tasks to the current scope of services:

### 7. CONSTRUCTION ADMINISTRATION SERVICES

The ENGINEER will provide Construction Phase services as follows:

#### a. General Administration Services during Construction

##### i. Construction-related Meetings

1. Preconstruction Meeting: Prepare agenda and conduct a pre-construction meeting. Tape record the meeting, prepare meeting minutes, and make distribution. Provide up to six copies of contract drawings, original sign and seal six copies, and provide to CONSTRUCTION CONTRACTOR for use in obtaining appropriate permits

Add the following tasks:

c. OPTION T-2:

d. OPTION T-8:

2. Monthly Progress Meetings: Prepare agendas and conduct up to 9 monthly progress meetings. Tape record meetings, prepare minutes, and make distribution

Add the following tasks

c. OPTION T-2:

d. OPTION T-8:

- ii. Shop Drawings: Maintain a shop drawing tracking log; review and process shop drawing submittals (inclusive of "A" and "B" submittals).

Add the following tasks

4. OPTION T-2: Up to 20 shop drawing submittals
5. OPTION T-8: Up to 20 shop drawing submittals

- iii. Site Visits: ENGINEER shall conduct a reasonable number of site visits to the construction site at key milestone events of the reclaimed water project by project manager, project engineer or individual under his/her direct control to observe construction progress, as outlined under iii-Site Visits, Paragraphs 1 through 3.
  - Add the following tasks**
  - 4. OPTION T-2:
  - 5. OPTION T-2:
- iv. Request of Information/Clarification: Receive, review and respond to requests for information/ clarification from CONSTRUCTION CONTRACTOR
  - Add the following tasks:**
  - 2. OPTION T-2: Up to 12 requests
  - 3. OPTION T-8: Up to 8 requests
- v. Change Orders
  - Add the following tasks:**
  - 3. OPTION T-2: Provide services related to Change Orders as outlined in paragraphs 1 and 2 above.
    - a. Assist OWNER with negotiating Change Order for incorporating reclaimed water main work for the following areas:
      - i. Harbour Drive, between Gulf Shore Boulevard North and Crayton Drive
      - ii. Crayton Drive, between Harbour Drive and Mooring Line Drive
      - iii. Mooring Line Drive, between Crayton Drive and Alameda
  - 4. OPTION T-8: Provide services related to Change Orders as outlined in paragraphs 1 and 2 above.
- vi. CONSTRUCTION CONTRACTOR Application(s) for Payment: Review CONSTRUCTION CONTRACTOR monthly applications for payment for the project and make recommendations for payment by the OWNER
  - Add the following tasks:**
  - 2. OPTION T-2: Up to 9 monthly applications
  - 3. OPTION T-8: Up to 5 monthly applications.
- vii. Substantial and Final Completion: Conduct one substantial completion walk-through and one final completion walk-through. Prepare punch lists, based on each walk-through and make distribution to the CONSTRUCTION CONTRACTOR and OWNER
  - Add the following tasks:**
  - 3. OPTION T-2
  - 4. OPTION T-8
- viii. As-built Drawing: Coordinate as-built drawing services as outlined in Paragraphs 1 and 2 above
  - Add the following tasks:**
  - 3. OPTION T-2
  - 4. OPTION T-8

## TASK 8: WATER & SEWER RATE STUDY – ADDITIONAL SERVICES

### THE FOLLOWING SCOPE OF WORK IS ADDED TO THE CURRENT CONTRACT:

#### Background

Through Amendment No. 2, the City of Naples authorized its CONSULTANT to prepare a water & sewer rate study. Based on the work contained in Amendment 2, the following additional services were requested by the City of Naples. Due to the particular efforts associated with the development of this detailed analysis, CONSULTANT is retaining the services of a SUB-CONSULTANT (Burton & Associates, Inc., St. Augustine, FL) that specializes in municipal utility rate studies in Florida.

#### PART A: ADDITIONAL SERVICES RENDERED FOR THE TIME PERIOD ENDING 02-19-2014

The additional services relate to:

1. Additional reclaimed water systems analyses and preparation/presentation of associated materials
2. The provision of additional data and responses to address additional city council questions/concerns

#### PART B: WORK ELEMENT I PREPARED COST ALLOCATION & DEVELOP RECLAIMED WATER RATES FOR SPECIFIC CUSTOMER

As was requested by City Council at its regular meeting on February 19, 2014, additional services to the current rate study has been requested by City in order to:

- Determine the cost of providing reclaimed water service in the City to its bulk and retail customer classes
- Develop rate recommendations for each class of user based upon the cost of service and alternative levels of cost recovery
- Review other issues affecting the reclaimed water rates identified by stakeholders, relating to the basis for imposition of availability fees, more specific estimates of availability fee revenues by class of customer for existing and new areas, and potential application of an outside city surcharge.

#### 1. Task 1 Initiate the Project.

- 1.1. Review stakeholder comments/concerns received since February 19, 2014 Council Meeting.
- 1.2. Develop schedule of project milestones and data requirements relative to system information, customers, facilities, etc.
- 1.3. Review data provided by City staff and request additional information/clarifications as required.

#### 2. Task 2 Allocate FY 2014 budgetary costs to reclaimed water service and components of service

- 2.1. Update cost allocation spreadsheet to properly allocate FY 2014 costs between water, sewer, and reclaimed water systems and then distribute the cost of reclaimed water service to various components of service.
- 2.2. Review the cost allocation spreadsheet with City staff and adjust as appropriate

#### 3. Task 3 . Evaluate data to determine the ae.l2.ro12.riateness of defining additional bulk customer classes.

- 3.1. Review service delivery, on-site system configuration, and end uses of reclaimed water for each bulk user account
- 3.2. Determine functional components of reclaimed water service provided to each customer.
- 3.3. Based upon functional components of service and end uses develop recommended bulk customer classes.
- 3.4. Review analysis and recommended customer classes with City staff and adjust as appropriate.

#### 4. Task 4 Develop reclaimed water rates.

- 4.1. Develop reclaimed water rate alternatives based upon the cost allocation results and bulk customer classes identified in the prior sub-tasks and consideration of the value and/or market pricing of reclaimed water.
  - a. Prepare bill frequency analysis for reclaimed water system with FY 2007 -FY 2013 billing data
  - b. Input bill frequency data, revenue targets, and other parameters into rate model and develop reclaimed rates.
  - c. Set-up customer impact analysis and comparison of cost recovery options.
  - d. Review results with consulting team and adjust as required.

- e. Review analysis with City staff and adjust as appropriate.
- 5. Task 5 Update Availability Fee Estimates
  - 5.1. Review GIS data layers relative to reclaimed water system, meters, account information, etc. for existing and new areas
  - 5.2. Reconcile GIS data to utility billing information to determine accounts immediately adjacent to reclaimed water lines.
  - 5.3. Update calculation of estimated billing units for availability fee revenue calculations by customer class.
- 6. Task 6 Prepare a Presentation of Analysis to City Council
  - 6.1. Develop presentation of results of analysis based upon direction from February 19, 2014 Council Meeting
  - 6.2. Review presentation with City staff and adjust as appropriate
  - 6.3. Prepare supporting schedules/summary with additional detail/information
  - 6.4. Present the results of the analysis to the City Council at March 19, 2014 Scheduled Meeting
  - 6.5. Prepare revisions to analysis as appropriate based upon City Council direction
  - 6.6. Prepare rate schedules for inclusion in rate ordinance or resolution.
  - 6.7. Integrate documentation of analysis in Rate Study Final Report
  - 6.8. Assist with Ordinance/Resolution language development as required.

**COMPENSATION**

Compensation to ENGINEER is modified by this Amendment No. 3 as follows:

| <i>Task No</i>                                | <i>Increase / Decrease</i> | <i>Amount</i> |
|---|----------------------------|---------------|
| 5 – Promoting Reclaimed Water Usage           | Decrease                   | - \$ 75,500   |
| 7 – Construction Administration               | Increase                   | \$ 75,500     |
|   |                            |               |
| 8 – Water & Sewer Rate Study (Sub-consultant) | Increase                   | \$ 21,900     |
|   |                            |               |
| Net Change – Amendment No. 3                  |                            | \$ 21,900     |