

15-00193

**FOURTH AMENDMENT  
PROFESSIONAL SERVICES (CCNA)**

**THIS FOURTH AMENDMENT** (the "Fourth Amendment") to the Contract for Professional Services is made and entered into this 10<sup>th</sup> day of December 2015 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 (018-12) 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 Fourth 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:

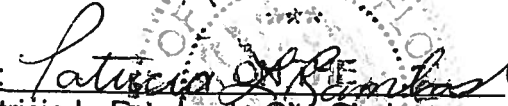
1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Three, Time" shall be amended to **September 30, 2017** for the provision of additional time the Contractor will have for the completion and close out of the Project: **Reclaimed Water Distribution Expansion**.
3. "Article Four, Compensation" shall be amended to reflect changes in Scope of Services as defined by the Consultant with no net increase to the Agreement as indicated in the Fourth Amendment **Attachment A-1**, which is attached and made a part of this Fourth Amendment.
4. 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.
5. 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 Contractor have caused this Fourth 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:   
Patricia L. Rambosik, City Clerk


By:   
A. William Moss, City Manager



Approved as to form and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

**WESTON & SAMPSON ENGINEERS, INC.**

  
Witness (Signature)

Printed  
Name: Erik Isern, PE

By:   
(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: TASK 1. PRELIMINARY ENGINEERING ANALYSIS,  
c. Reclaimed Water System Expansion Preliminary Engineering Report**

and replace with the following task and sub-tasks:

**1. PRELIMINARY ENGINEERING ANALYSIS**

**c. Reclaimed Water System Expansion and Potable Water System Summary Report**

- i. Prepare a summary report of the reclaimed water system expansion since 2012 to date, based on:
  1. Master Planning efforts
  2. Analysis of potable water usages records as indicator for future reclaimed water potential
  3. Results of Resident Survey for potential reclaimed water connections
  4. Direction as provided by City Council at regularly scheduled City Council Meetings and Workshops, including:
  5. Results obtained from using reclaimed water hydraulic modeling program
- ii. The report is anticipated to be approximately 20 – 30 pages in length, including exhibits.

**DELETE: The following sub-tasks from TASK 2 COMPUTER MODELING;  
a. Reclaimed Water System**

- Sub-task ii. Evaluate Future Conditions; (in its entirety)

and replace with the following task and sub-tasks:

**1. TASK 2 COMPUTER MODELING**

**a. Reclaimed Water System**

**ii. Evaluate Future Conditions**

1. Provide technical support for Summary Report to be prepared under Task 1 PRELIMINARY ENGINEERING ANALYSIS, subtask C Summary Report

A corresponding fee adjustment has been provided to Task 2-Computer Modeling, a. Reclaimed Water System to reflect the difference between the deleted scope and modified tasks to be performed.

**DELETE: The following sub-tasks from TASK 2 COMPUTER MODELING;  
b. Potable Water System;**

- Sub-task i.1.d.ii
- Sub-task i.3.b
- Sub-task i.4 (in its entirety)
- Sub-task ii (in its entirety)
- Sub-task iii (in its entirety)

In lieu of these deleted services, it is recognized that ENGINEER:

- Prepared a technical memorandum entitled "Computer Modeling of Available Fire Flows", dated December 10, 2012
- Provided a presentation before the City Council on December 17, 2012.
- Provided additional potable water modeling services (Aqualane Shores, Royal Harbor, North Naples Water Quality) as requested by City Staff for issues presented by City Staff

A corresponding fee adjustment has been provided to Task 2-Computer Modeling, b. Potable Water System to reflect the difference between the deleted scope and additional tasks performed.

**MODIFY: The Fees Associated With Task 3 – Field Data Acquisition And Collection**

Fees associated with this task are reduced to reflect ENGINEER efficiencies obtained during the design process to-date. Note that approximately \$18,200 is being reserved in this task, should unforeseen efforts be needed or requested by the CITY.

**MODIFY: The Fees Associated With Task 4 – Design: Reclaimed Water Distribution System**

The fees were initially developed without benefit of master planning or a defined design scope. At this stage, design is essentially completed for the expansion of the reclaimed water system as approved by CITY Council.

Fees associated with this task are reduced to reflect ENGINEER efficiencies obtained during the design process to-date. Note that approximately \$65,000 is being reserved in this task, should updates to design plans before future bidding, unforeseen efforts be needed, or additional design requested by the CITY.

**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 EXTENSION (Work previously completed, but not included under executed agreement)
- Option T-1: Mooring Line Drive and Gulf Shore Boulevard North (between Crayton Rd. and Central Ave.)
- Option T-4: Crayton Road (between Harbor and Park Shore), Harbor Drive (between Crayton Rd. and US41) and Banyan Blvd. (between Gulf Shore Boulevard and US41)

**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:**

e. OPTION T-1:

f. OPTION T-4:

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:**

e. OPTION T-1:

f. OPTION T-4:

- 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**

6. OPTION T-1: Up to 20 shop drawing submittals  
7. OPTION T-4: 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**

6. OPTION T-1:  
7. OPTION T-4:

- iv. Request of Information/Clarification: Receive, review and respond to requests for information/ clarification from CONSTRUCTION CONTRACTOR

**Add the following tasks:**

4. OPTION T-1: Up to 12 requests  
5. OPTION T-4: Up to 12 requests

- v. Change Orders

**Add the following tasks:**

5. OPTION T-1: Provide services related to Change Orders as outlined in paragraphs 1 and 2 above.  
6. OPTION T-4: 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:**

4. OPTION T-1: Up to 9 monthly applications  
5. OPTION T-4: Up to 9 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:**

5. OPTION T-1  
6. OPTION T-4

- viii. As-built Drawing: Coordinate as-built drawing services as outlined in Paragraphs 1 and 2 above

**Add the following tasks:**

5. OPTION T-1  
6. OPTION T-4

**COMPENSATION**

Compensation to ENGINEER is modified by this Amendment No. 4 as follows:

<i>Task No</i>	<i>Increase / Decrease</i>	<i>Amount</i>
2 – Computer Modeling	Decrease	- \$ 28,280
3 – Field Data Acquisition and Collection	Decrease	- \$ 40,620
4 – Design-Reclaimed Water Dist System	Decrease	- \$ 140,100
7 – Construction Administration	Increase	\$ 209,000
Net Change – Amendment No. 4		\$ 0

City of Naples, Florida

**RECLAIMED WATER DISTRIBUTION SYSTEM EXPANSION-CONSULTANT FEE SUMMARY**

November 30, 2015

	Original Contract Total Fee	Previous Amendments			Change due to this amendment	New Contract Total Fee
		1	2	3		
1 PRELIMINARY ENGINEERING ANALYSIS	\$ 123,500					\$ 123,500
a. Potential Reclaimed Service Areas						
b. Reclaimed Water 30% Design						
c. Reclaimed Water System Expansion PER						
<b>AMENDMENT NO. 4 - SCOPE MODIFICATION</b>					\$ -	
2 COMPUTER MODELING	\$ 180,600					\$ 152,320
a. Reclaimed Water System						
<b>AMENDMENT NO. 4 - SCOPE MODIFICATION</b>					\$ (9,000)	
b. Potable Water Distribution System						
<b>AMENDMENT NO. 4 - SCOPE MODIFICATION</b>					\$ (19,280)	
3 FIELD DATA ACQUISITION AND COLLECTION	\$ 162,000					\$ 121,384
a. Topographical Survey-ALLOWANCE						
b. Subaqueous crossing survey - ALLOWANCE						
c. Geotechnical investigation - ALLOWANCE						
c. Subsurface Utilities investigation - ALLOWANCE						
<b>AMENDMENT NO. 4 - SCOPE MODIFICATION</b>					\$ (40,616)	
<i>Reserves \$18,200 for unforeseen future work</i>						
4 DESIGN-RECLAIMED WATER DIST SYSTEM	\$ 509,100					\$ 369,000
<i>Estimated per ASCE guidelines: Basic Design Services less fee for Task 1b)</i>						
<b>AMENDMENT NO. 4 - SCOPE MODIFICATION</b>					\$ (140,100)	
<i>Reserves \$65,000 for unforeseen future work</i>						
5 PROMOTING RECLAIMED WATER USAGE	\$ 109,200			\$ (75,500)		\$ 33,700
6 BIDDING ASSISTANCE (All projects to be bid at 1 time)	\$ 14,700					\$ 14,700
7 CONSTRUCTION ADMIN & OBSERVATION	TBD					
Amendment No. 1: Option T-7 Services during Construction		\$98,200				
Amendment No. 3: Increase Task 7 Fee to include Option T-2 & T-8				\$ 75,500		
Amendment No. 4: Additional services T-2 Extension					\$ 9,000	
Amendment No. 4: Additional services T-1 Allowance					\$ 100,000	
Amendment No. 4: Additional services T-4 Allowance					\$ 100,000	
Subtotal Task 7						\$ 382,700
8 Amendment No. 2: Rate Study	TBD		\$45,100			
Amendment No. 3: Rate Study - Additional Services				\$ 21,900		
Subtotal Task 8						\$ 67,000
<b>TOTAL</b>	<b>1,099,100</b>	<b>98,200</b>	<b>45,100</b>	<b>21,900</b>	<b>-</b>	<b>1,264,300</b>