TASK ORDER (TO) AMENDMENT TO CSC AGREEMENT
(PROFESSIONAL CCNA SERVICES)
Clerk Tracking No. 2017-0004(16-00160/16-00034)

THIS TASK ORDER AMENDMENT-02 (the “Amendment-02”) to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 20th day of January 2017, by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “CITY”), and AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INCORPORATED a Nevada Corporation authorized to do business in Florida (the CONSULTANT”).

WHEREAS, the CITY and the CONSULTANT entered into that certain Agreement to furnish CCNA Services, on September 11, 2015 (the “Original Agreement”) (Reference Original RFQ 14-054 and Original Clerk Tracking No. 15-00159. This Amendment-02 is for additional services associated with Design of HVAC Systems Replacement Fire Station #2: Task Order No. 16-02-08-10-16E22-02: (the ‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Amendment-01 so that the CONSULTANT will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment herein.

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 Three, Time” is amended to state that this Project in its entirety will be performed and completed by February 28, 2017 with a 30-day Project Close-out time frame. Project: Design of HVAC Systems Replacement Fire Station #2.

3. “Article Four, Compensation” is amended to reflect an increase to the CONSULTANT for this Amendment-02 in the amount of $8,850.00 for the Project as indicated in Attachment A-1 Scope of Services and Basis of Compensation, attached and made a part of this Amendment.

4. “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 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.

5. The terms of this 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 Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

6. All other terms, provisions and conditions of the Original Agreement, except as expressly amended and modified by this Amendment, shall remain in full
force and effect.

7. This 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 Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

By: Patricia L. Rambosk, City Clerk

CITY OF NAPLES, FLORIDA

By: A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt, City Attorney

CONSULTANT:

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INCORPORATED
281 Airport Road South
Naples, FL 34104
Att: Nestor Fernandez, Naples Branch Mgr.

By: (Signature)

Printed
Name: Nestor Fernandez

Title: Senior Program Manager

FEI/EIN Number: On File
A Foreign Profit Corporation (NV)
January 11, 2017

Chief Pete DiMaria
Fire Chief
City of Naples
355 Riverside Circle
Naples, FL 34102

Subject: Change Order CO2
Interior Remodeling and HVAC Design
Fire Station #2
Proposal Name: 16PROPNAPELS-6788-07_CO2
Task Order 16-02-08-10-16E22-02

Dear Chief DiMaria:

Amec Foster Wheeler Environment & Infrastructure, Inc., is pleased to present this Lump Sum cost change Order proposal to provide professional services in accordance with the rates and requirements of our Professional Services Agreement, Clerk Tracking No: 15-00159. This proposal outlines our understanding of the project information, our proposed scope of services, associated fees and schedule.

Project Information:

The City of Naples has requested that Amec Foster Wheeler submit a proposal to provide design documents for obtaining a building permit and for the bidding and construction of the work related to the City of Naples, FL re-design of the HVAC equipment and interior architectural improvements at Fire Station No 2 and related electrical modifications.

The following scope would be a change in scope to our current work order.

Architecture:

Provide design drawings for the removal all existing acoustical ceiling systems, soffits, lightings and their replacement as follow:

Demolish all existing acoustical ceiling tiles and grid across the fire station (bathrooms excluded)
Demolish all existing lighting fixtures and replace with new led fixtures
Demolish soffit in kitchen area along fire separation wall (between kitchen and dorm rooms)
Proposal for City of Naples Facility Condition Assessments
Amec Foster Wheeler Environment & Infrastructure, Inc.
Proposal No. 16PROPNAPLES-6788-07_CO2
January 11, 2017

Demolish soffit delineating kitchen space
Provide new hard (gypsum) ceiling in kitchen and Day room space.

Provide new hard (gypsum) ceilings across fire station dormitory volume with 2 roof access points. One at the gym along the north wall and one along the south most corridor.
Provide new acoustical ceiling tile in Radio Room and IT closet.
Provide new chase wall in kitchen/day room for new hvac ductwork as per e-mail dated Dec. 9th, 2016.
SEE ATTACHED EXHIBIT - A

Structural:

- Design support platform for HVAC units
- Provide reinforcement drawings/detailing as needed for south wall opening for ductwork.

Mechanical:

- Design the new HVAC system for the west portion of the building located under the gable roof. The new systems will replace systems 3, 4 and 5. The two air handler units with the revised air distribution system will match the locations of the air outlet and return grilles.
- Design of an HVAC system for the portion of the area located under the flat roof. We will design a packaged unit. The package unit will be packaged unit located on the ground on the south facade. The air distribution will match the air outlets and return grilles.

The following services are included:

- Select new equipment and provide specifications for new equipment.
- Provide drawings for new HVAC equipment.
- Prepare a construction cost estimate.
- Respond to City of Naples review comments.
- Design revisions necessary for temperature control system.
- Specifications per our standard format will be on the drawings.

Electrical:

AMEC will provide design documents for obtaining a building permit and for the bidding and construction of the work related to the City of Naples, FL changes as described below:

- Replace Panel "A" with new.
- Change 2x4 fluorescent lighting to new LED lighting.

The following services are included:

- Power system: Review and modify electrical system for items 1 and 2.
- Lighting system, layout, control and schedule of fixtures for item 3 above.
- Fire alarm system – None.
Specifications per our standard format will be on the drawings

**Project Exclusions:**
The following services are excluded from the project scope and be added on a time and material basis if required with prior writing authorization from the client.

- Inspections during construction
- Commissioning of systems
- As-built drawings
- Engineering for any site utilities beyond 5 feet from the building line other than electrical power from the property line or Utility transformer, whichever is closer to the structure.
- A/C Unit Stand engineering. (To be done with delegated engineer)

**Items to be provided by Owner:**

- Updated Site Survey
- Existing record drawings
- Personnel to escort our team during the site visit to gain access to the facility including but not limited to electrical equipment panels, dormitories, ceiling space, restricted areas and ladders to reach out and investigate attic conditions and ductwork as necessary.

**Project Deliverables:**

- 100% Design Submittal of contract documents to include drawings, specifications. Upon incorporation of client/Owner comments, the updated set will be designated as Revision 0 or 100% complete for permit submittal.

- 100% Re-design of the HVAC system for the dormitories and exercise area.
  *(No fee will be charged for this area)*

Amec Foster Wheeler anticipates completion no later than February 28, 2017 with the receipt of required documentation. If this does not meet your needs, please contact us so that a mutually acceptable schedule can be established.

**Compensation:**

Fees for the services described above will be charged on a Lump Sum basis.
The total for the above mentioned services is $8,850.00. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed.
Closing:

We appreciate this opportunity to offer our professional services on this project. We look forward to working with you, and are committed to providing the services you require for successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know. You may feel free to contact us at (305) 298-7151

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.

Nestor Fernandez, CPM
Naples Branch Manager

Cesar Rullier, Assoc. AIA
Project Manager, BIM/VDC Manager

Distribution: Addresssee (Email)
A. Rony Joel
NAPLES STATION #2 CO2 EXHIBIT – A
January 11, 2017

Day Room Perspective Showing New Mechanical Chase wall.

Floor Plan. (Not to Scale)