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**TASK ORDER (TO) AMENDMENT TO CSC AGREEMENT
(PROFESSIONAL CCNA SERVICES)**

Clerk Tracking No. 2017-00015

THIS TASK ORDER AMENDMENT (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 9th **day of February 2017**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **STANTEC CONSULTING SERVICES, INC.**, a New York 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 **July 29, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original Clerk Tracking No. **15-00119**). This Amendment is for services associated with **Utility Water / Sewer / Reclaimed Rate Study Update, Task Order No. 17-01-20-01-531010**: (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Amendment 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 Amendment will be **performed and completed by September 30, 2017** with a 30-day Project Close-out time frame. Project: Utility Water / Sewer / Reclaimed Rate Study Update.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$28,970.00** 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:

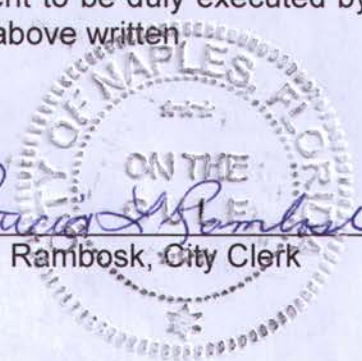
1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the 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

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:

STANTEC CONSULTING SERVICES, INC.

3200 Bailey Lane, Suite 200

Naples, Florida 34105

Att.: **Ramon Castella**, PE, Senior Associate

Brooke Precourt
Witness (Signature)

Printed
Name: Brooke Precourt

By: Andrew Burnham
(Signature)

Printed
Name: Andrew Burnham

Title: Director

FEI/EIN Number: On File
A New York Corporation (NY)



January 26, 2017

Robert Middleton, Utilities Director
City of Naples
380 Riverside Circle
Naples, FL 34102

Re: Continuing Services Contract Task Order for FY 2017 Utility Rate Study Update

Dear Bob:

As requested, Stantec Consulting Services, Inc. (Stantec) is pleased to present this proposed task order to conduct a FY 2017 Rate Study Update for the City of Naples per the terms and conditions of the Professional Service Continuing Service Contract (per Bid/Proposal No. RFQ 14-054, Clerk Tracking No. 15-00119, dated July 29, 2015). This study will update the financial forecasting model and reclaimed water expansion analysis performed for the City in 2013/2014.

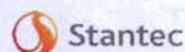
I have enclosed a Project Work Plan and Cost Schedule (Schedule) which presents our proposed detailed work plan to conduct the analysis and associated cost. This Schedule shows that the analysis can be completed for a fixed fee of \$28,970, inclusive of out of pocket expenses. Therefore, we propose to complete the analysis for a fixed fee of \$28,970 that will be invoiced monthly based upon the percentage completion of the project. We can begin work on this assignment immediately upon receipt of a notice to proceed and estimate that it can be completed within approximately 90 days from notice to proceed and receipt of all data.

We appreciate the opportunity to present this proposal and look forward to working with you on this assignment. If you have any questions, please do not hesitate to call me at (904) 631-5109. Otherwise, please proceed with preparing the appropriate lump sum/fixed fee task order authorization documentation per the continuing services contract referenced herein.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Andrew Burnham".

Andrew Burnham
Director



PROJECT WORK PLAN & COST SCHEDULE

Project Tasks	Estimated Labor-Hours					Total Project
	Principal	Senior Project Manager	Senior Engineer/Consultant	Engineer/Analyst	Clerical	
Rates ---->	\$206	\$172	\$157	\$123	\$62	
Work Element I - Development of Updated Multi-Year Financial Forecast						
Task 1 <u>Revenue Sufficiency Analysis - Update the Multi-Year Financial Forecasting Model</u>						
1.1 Perform project set-up activities. Prepare initial data requirements list and preliminary project schedule.	1	0	1	1	2	5
1.2 Facilitate kick-off meeting to discuss objectives, scope, schedule, and data requirements.	3	3	3	0	0	9
1.3 Compile and review additional/updated historical, current, and projected financial, system, and billing data.	1	2	2	4	0	9
1.4 Review current planning documents with the City and its engineers regarding the expansion of the City's reclaimed water system, including phases, status, costs, demands, etc. Evaluate actual performance/demands versus initial projections from prior studies.	1	2	2	4	0	9
1.5 Review and refine water and sewer customer and demand analysis to determine changes from the latest projection in projected growth, trends in usage patterns and total projected water, wastewater, and reclaimed water system customers, ERCs and usage.	1	2	3	6	0	12
1.6 Obtain, verify and input financial and billing data into Stantec's proprietary FAMS XL © model, run the model and produce preliminary output, including a ten year financial management program that will include the following:	0	2	6	16	0	24
o Capital Improvements Program						
- Project listing by year						
- Alternative financing options for capital projects, minimizing rate impacts to existing ratepayers and complying with existing bond covenants.						
- Optimum funding source by project by year						
o Financial Policy Review, including reserve levels, capital funding levels, debt ratios, etc.						
o Borrowing Program						
- Identify any borrowing required and/or appropriate to fund certain CIP projects, including revenue bonds, state programs, etc.						
- Timing of bond issue(s)/loan(s) to provide required borrowed funds						
o Revenue Sufficiency Analysis						
- Annual revenue and operations & maintenance expense projections						
- All other annual revenue requirements such as R&R, minor capital, current debt service/loan payments, replenishment of reserves, etc.						
- Alternative plans of annual percentage rate adjustments to provide sufficient revenues over a multi-year projection period.						
1.7 Integrate updated reclaimed water system expansion parameters for future phases, including capital costs, demands, customers, grants, etc.	1	1	2	4	0	8
1.8 Make adjustments to the FAMS-XL© model as required to reflect the utility's most current specific financial dynamics.	0	1	2	3	0	6
1.9 Review results with consulting team, make adjustments, and create alternatives scenarios.	2	2	3	4	0	11
1.10 Perform local survey of retail and bulk reclaimed water rates.	0	1	1	4	0	6
1.11 Evaluate reclaimed water rate options for various cost recovery and expansion scenarios for each customer class.	1	1	2	3	0	7
1.12 Prepare for and attend meeting with City staff in an interactive work session to review preliminary results.	4	4	4	0	0	12
1.13 Make adjustments as required and prepare workbook of assumptions, inputs, and preliminary results.	0	1	2	3	0	6
1.14 Provide post meeting support through conference calls and/or Go-to-Meeting internet conferences to evaluate adjustments and/or changes from City staff.	1	2	1	1	0	5
Work Element II - Report & Public Presentations						
Task 2 <u>Prepare a Report of the Results of the Study</u>						
2.1 Prepare a Draft Report of the Results of the Study, including schedule of reclaimed water rates developed in Task 2.	2	4	4	8	1	19
2.2 Integrate comments from staff and Council review into Final Draft Report.	1	2	2	4	0	9
2.3 Prepare Final Report of the Results of the Study, incorporating comments from staff, management, Council, and other stakeholders.	1	1	1	2	0	5
Task 3 <u>Presentations to City Council</u>						
3.1 Prepare a presentation and executive summary of the initial results of the study for presentation to the City Council.	1	2	2	3	1	9
3.2 Review presentation and executive summary with staff/management and make adjustments as needed.	1	1	1	2	0	5
3.3 Prepare for and present initial results of the study to the City Council at a workshop for review and comment.	3	0	0	0	0	3
3.4 Perform adjustments to the analysis and prepare requested materials per Council requests.	0	1	1	3	1	6
Total Full Scope of Services						
TOTAL ESTIMATED LABOR-HOURS	25	35	45	75	5	185
TOTAL ESTIMATED FEE	\$5,150	\$6,020	\$7,065	\$9,225	\$310	\$27,770
TOTAL ESTIMATED EXPENSES						\$1,200
TOTAL PROPOSED PROJECT COST						\$28,970

