

**FIFTH AMENDMENT**  
**PROFESSIONAL SERVICES AGREEMENT (CCNA)**  
Clerk Tracking No. 2017-00017(15-00193)

**THIS FIFTH AMENDMENT** (the "Fifth Amendment") to the Contract for Professional Services is made and entered into this 8<sup>th</sup> day of **March 2017** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **WESTON & SAMPSON ENGINEERS, INC.**, a Massachusetts Corporation authorized to do business in Florida (the "CONSULTANT").

**WHEREAS**, the CITY and the CONSULTANT entered into that certain Agreement on May 16, 2012; **Bid No. RFP 12-008 (008-12) and Clerk Tracking No. 12-00024** (the "Original Agreement") to furnish **Reclaimed Water Distribution Expansion** (the 'Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Fifth Amendment so that the CONSULTANT will provide updated task allocations and their services pursuant to the terms and conditions contained 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 Section 3.1, Time" shall be amended for the provision of additional time by the Consultant with a completion date of December 31, 2017 with a Project Close-out timeframe of 60-days.
3. "Article Four, Compensation" shall be amended for the provision of updated task allocations and their services for City of Naples Reclaimed Water Distribution Expansion Project by the CONSULTANT with no net increase to the Agreement as indicated in Attachment A-1, titled Scope & Compensation which is attached and made a part of this Fifth 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](mailto: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 Fifth 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.
6. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Fifth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

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

**CITY:**

**CITY OF NAPLES, FLORIDA**

**ATTEST:**

By:   
Patricia L. Rambosk, City Clerk

By:   
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By:   
Robert D. Pritt, City Attorney


**CONSULTANT:**

**WESTON & SAMPSON ENGINEERS, INC.**

4210 Metro Parkway, Suite 250

Fort Myers, Florida 33916

Attention: **Jeffrey A. Wilson, P.E. PWLF**  
Regional Manager

  
Witness (Signature)

Printed  
Name: Jesse Cummins EI

By:   
(Signature)

Printed  
Name: Jeffrey A. Wilson, PE PWLF

Regional Manager  
Title: Weston & Sampson Engineers, Inc.

FEI/EIN Number: On File  
A Massachusetts Corporation (MA)

## CITY OF NAPLES RECLAIMED WATER TRANSMISSION MAIN

THE FOLLOWING SCOPE OF WORK IS ADDED/DELETED/MODIFIED FROM THE CURRENT CONTRACT:

**ADDITIONAL EFFORTS TO: Task 1. PRELIMINARY ENGINEERING ANALYSIS,**  
*c. Reclaimed Water System Expansion and Potable Water System Summary Report*

Supplementing the efforts identified under Amendment 4 related to this task, add the following additional work:

- iii. Update the Reclaimed Water Distribution System Zone Map (Zones 1 – 12), dated August 2012 to reflect:
  - 1. Zones (or partial zones) 1 through 4 where reclaimed water transmission mains have been installed as part of the recent expansion.
  - 2. Potential reclaimed water usage by zones not currently served. This will be based on the updated potable water demands to be analyzed under the additional potable water modeling efforts (described below).
- iv. Update the *Preliminary Opinions of Probable Project Costs-Citywide Expansion of Reclaimed Water System: Master Planning-Level*, dated September 24, 2013, which was prepared during the previous rate study investigation.
- v. Attend up to 2 meetings with the City (including a City Council Workshop) to discuss the findings and assist with planning activities for the next 3-year reclaimed water system expansion.

### TASK 2 COMPUTER MODELING

**ADDITION:** *Add the following work effort TASK 2 COMPUTER MODELING; b. Potable Water System;*

Update the Potable Water System Model, previously developed by Weston & Sampson for Citywide Fire Flow Analysis, with the results presented to City Council on December 17, 2012. Specific additional tasks include the following:

- A. Preparation of City's GIS files for modeling updates
  - 1. The intent of this task is to assure that the water system GIS and hydraulic model share the same database which will allow data to flow between the two software packages seamlessly and the City to move forward with an asset management system at a later time if desired. This will also allow the City to perform future model updates more easily as the GIS network will be model-ready.
  - 2. DELIVERABLE: A copy of the water system GIS pipe network file will be returned to CITY for uploading in the CITY's GIS system for future modeling efforts
- B. Model Calibration
  - 1. Along with CITY-provided staff, conduct fire-flow tests to be utilized in the calibration process for the hydraulic water-distribution system model to determine roughness coefficients.
    - i. System-wide, it is anticipated that 12 -15 separate fire-flow tests will be required over a 2-day period.
- C. Model Runs

#### 1. ASSUMPTIONS:

- i. The potable water system maximum day demand will be based on a three-month average (December, January and February) from the historical billing consumption data from the city.
- ii. Maximum day demand of 20 million gallons per day (mgd).

#### 2. Potable Water Demands

- i. CITY will provide potable monthly water demand data in electronic format for the period of January – December 2016 (or the most recent 12-month period) for potable and sprinkler meters.
- ii. This information will be disaggregated geographically for model input and development of nodal demands.

#### 3. GIS & Model Updates

- i. The following water system improvements over the past 5-years will be provided by the CITY and are to be included in the updated water system GIS which will flow into the updated water model pipe network:
  - a. Royal Harbor sub-division
  - b. Putter's Point
  - c. Neapolitan Way
  - d. Central Avenue
  - e. 21<sup>st</sup> Avenue South
  - f. Southwinds Drive
  - g. Aqua Lane Shores connection
  - h. Outside the City Limits
    1. Lombard Street
    2. Orchard Street
    3. Dale Street
    4. Cindy Street
- ii. Update the average and maximum day demand sets in the hydraulic model.
- iii. Update the City's sources in the hydraulic model to reflect current conditions including the water treatment plant discharge pressures, tank and pump station operation sequences and service areas.
- iv. Import the newly updated water system GIS pipe network into the City's hydraulic model.
- v. Prepare the model for analysis and prepare log book documenting the remaining issues in the water system GIS. Deliver log book to the City with the updated water system GIS.

#### 4. DELIVERABLES:

- i. 5 – 10 page technical memorandum documenting modeling update effort
  - a. Recommendations for future water main replacement projects will be summarized within the technical memorandum.
- ii. 24-inch x 36-inch exhibit displaying Modeled Fire Flow Capacity-Potable Water System, color-coded as follows (similar to exhibit provided on December 2012)
  - a. Mains < 1,000 GPM
  - b. Mains 1,000 GPM – 1,500 GPM
  - c. Mains > 1,500 GPM
- iii. The above exhibit will display 4-inch and larger potable water mains

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

No additional services anticipated under this task. This task was invoiced under a time and materials basis.

Delete remaining fee(s) from Task 3-Field Data Acquisition and Collection. Close-out task.

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

No additional services anticipated under this task. This task was invoiced under a time and materials basis.

Delete remaining fee(s) from Task 4-Design: Reclaimed Water System. Close-out task.

**MODIFY: The Fees Associated With Task 5 – Promoting Reclaimed Water Usage**

No additional services anticipated under this task. This task was invoiced under a time and materials basis.

Delete remaining fee(s) from Task 5-Promoting Reclaimed Water Usage. Close-out task.

**COMPENSATION**

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

<i>Task No</i>	<i>Increase / Decrease</i>	<i>Amount</i>
1- Preliminary Engineering Report	Increase	\$ 8,689
2 – Computer Modeling	Increase	\$ 67,000
3 – Field Data Acquisition and Collection	Decrease	- \$ 11,827
4 – Design-Reclaimed Water Dist System	Decrease	- \$ 47,794
5 – Promoting Reclaimed Water Usage	Decrease	- \$ 16,068
Net Change – Amendment No. 5		\$ 0

## City of Naples, Florida

## RECLAIMED WATER DISTRIBUTION SYSTEM EXPANSION-CONSULTANT FEE SUMMARY

February 13, 2017

		Original Contract Total Fee	Previous Amendments				Change due to this amendment	New Contract Total Fee
			1	2	3	4	5	
1	PRELIMINARY ENGINEERING ANALYSIS	\$ 123,500						\$ 132,185
	a. Potential Reclaimed Service Areas							
	b. Reclaimed Water 30% Design							
	c. Reclaimed Water System Expansion PER							
	AMENDMENT NO. 4 - SCOPE MODIFICATION							
	AMENDMENT NO. 5 - UPDATE EXP ZONE MAP						\$ 8,685	
2	COMPUTER MODELING	\$ 180,600						\$ 219,320
	a. Reclaimed Water System							
	AMENDMENT NO. 4 - SCOPE MODIFICATION					\$ (9,000)		
	b. Potable Water Distribution System							
	AMENDMENT NO. 4 - SCOPE MODIFICATION					\$ (19,280)		
	AMENDMENT NO. 5 - UPDATE POTABLE WTR MODEL						\$ 67,000	
3	FIELD DATA ACQUISITION AND COLLECTION	\$ 162,000						\$ 109,557
	a. Topographical Survey-ALLOWANCE							
	b. Subaqueous crossing survey - ALLOWANCE							
	c. Geotechnical investigation - ALLOWANCE							
	c. Subsurface Utilities investigation - ALLOWANCE							
	AMENDMENT NO. 4 - SCOPE MODIFICATION					\$ (40,616)		
	AMENDMENT NO. 5 - CLOSE OUT TASK						\$ (11,827)	
4	DESIGN-RECLAIMED WATER DIST SYSTEM	\$ 509,100						\$ 321,206
	timated per ASCE guidelines: Basic Design Services less fee for Task 1b)							
	AMENDMENT NO. 4 - SCOPE MODIFICATION					\$ (140,100)		
	AMENDMENT NO. 5 - CLOSE OUT TASK						\$ (47,794)	
5	PROMOTING RECLAIMED WATER USAGE	\$ 109,200			\$ (75,500)			\$ 17,632
	AMENDMENT NO. 5 - CLOSE OUT TASK						\$ (16,068)	
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
	TOTAL	1,099,100	98,200	45,100	21,900	-	-	1,264,300