

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

Clerk Tracking No. 2017-00026

**THIS TASK ORDER AMENDMENT** (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 6<sup>th</sup> day of **March 2017**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **HOLE MONTES, INC.**, a Florida 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 31, 2015** (the "Original Agreement") (Reference Original RFQ **14-054** and Original Clerk Tracking No. **15-00118**. **This Amendment** is for services associated with **Waste Treatment Plant (WTP) Facility Accelerator Improvements: Task Order No. 17-01-20-33-17K14**: (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 December 31, 2017** with a **60-day Project Close-out** time frame. Project: Waste Treatment Plant (WTP) Facility Accelerator Improvements.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$33,000.00** 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](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 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:**

**HOLE MONTES, INC.**

950 Encore Way

Naples, Florida 34110

Att: **Ronald E. Benson**, Ph.D., P.E.

Senior Vice President / Principal

By: Ronald E. Benson Jr.  
(Signature)

Printed Name: Ronald E Benson Jr.

Title: Senior V.P.

FEI/EIN Number: On File  
A Florida Corporation (FL)



950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

February 14, 2017

Allyson Holland, P.E., Deputy Director  
City of Naples Utilities Administration  
380 Riverside Circle  
Naples FL 34102

**RE: PROFESSIONAL ENGINEERING SERVICES  
ACCELATOR IMPROVEMENTS  
CITY OF NAPLES WATER TREATMENT FACILITY  
HM File No.: 8200A**

Dear Allyson:

We are pleased to submit this proposal for investigation, design and bidding services for the proposed improvements to Accelator Nos. 2, 3 and 4. These treatment units vary in age and have in excess of 35 years of service. All three are similar in construction and were manufactured by Infilco Degremont, Inc.

The City of Naples maintenance program typically allows for one Accelator at a time to be taken out of service annually for inspection, repairs and recoating as needed. The City has been repairing the launder trough and center (collector) ring by spot welding and replacement of panels for larger sections. The City now desires to consider the replacement of the coated steel troughs with fiberglass troughs or alternative materials in order to extend the life of the accelators and potentially reduce annual maintenance costs. The current City Capital Improvement Plan (CIP) identifies a three year phased plan for completing these improvements. This proposal is for Preliminary Design Report and Bidding documents for Phase 1 only.

#### Scope of Professional Services

##### Task 1 Investigation and Design

1. Attend kickoff meeting to discuss goals and schedule for a Preliminary Design Report and finalize items to be reviewed for the proposed improvements. Discuss investigation of trough and center ring steel thickness and condition. (Coupons are to be taken from one of the accelator troughs and center ring at selected locations by City contractor.)
2. Conduct field survey and investigation of an Accelator out of service. It is anticipated this unit will be Accelator No. 3. Review general condition. Verify dimensions obtained from existing City supplied plans and Operation & Maintenance Manuals.
3. Meet with representative of the Accelator manufacturer and other manufacturers concerning alternative trough materials and construction. Meet with City preferred coating provider and alternative providers to discuss high performance coating systems for the troughs and center ring.
4. Prepare Preliminary Design Report with engineering cost analysis to determine life cycle costs for typical trough and center ring replacement/coating system. Provide recommendations to the City for the proposed improvements.
5. Attend review meeting with City and obtain comments.
6. Prepare 90% complete construction drawings and specifications for improvements to a typical Accelator for City review.
7. Prepare Engineer's Estimate of Probable Construction Cost.
8. Attend review meeting with City and obtain comments. Finalize phasing plan for the proposed improvements.
9. Finalize bid documents with phasing. Issue five copies of the drawings (11"x17") and specifications along with two CDs containing PDF files of the bid documents. The City will add the Contract general conditions and front end documents to the technical specifications and

February 14, 2017  
Allyson Holland, P.E.  
HM File No. 8200A  
Page 2

reproduce copies of the drawings and bid packages as needed. The City will issue all documents for bidding.

**Task 2 Bidding Services – Phase 1 Improvements**

1. Attendance at a pre-bid meeting.
2. Respond to bidder's questions.
3. Issue addenda as needed.
4. Review bids and issue a letter of recommendation for award of the construction contract.

**Understanding of Professional Services**

We have excluded costs associated with the following activities: (a) obtaining coupons of existing steel material from troughs and center ring and providing associated repairs, (b) preparation of permit applications and application fees, (c) modification of bidding documents for future phases beyond Phase 1, and (d) construction contract administration or construction engineering and inspection for all phases.

**Fee and Schedule**

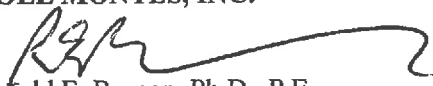
The professional services associated with this project shall be performed on a time and material basis. The maximum fee for the Preliminary Design Report and bidding services for Phase 1 described in this proposal is estimated to be \$33,000.00. Please refer to the enclosed spreadsheet that identifies our estimates for the various activities anticipated. Attached is a Professional Services Fee Schedule.

We can begin work immediately upon the City's authorization and complete the Draft Design Report within 75 days conditioned upon receipt of City provided steel coupons and the ability to inspect an Accelerator out of service within 30 days of the authorization). Upon approval of the Design Report, the Bid Documents will be completed within 45 days for the first phase of construction.

If you have any questions about this proposal, please give me or David Schmitt a call at your convenience. Thank you.

Sincerely yours,

**HOLE MONTES, INC.**



Ronald E. Benson, Ph.D., P.E.  
Senior Vice President / Principal

REB:dlh

Enclosures

cc: H. Clifford Pepper, Hole Montes  
Jerry Taricska, Hole Montes  
David Schmitt, Hole Montes  
Dawn Barnard, Hole Montes

