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

Clerk Tracking No. 2017-0003/

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 5th day of April 2017, by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "CITY"), and AGNOLI, BARBER AND BRUNDAGE, INCORPORATED 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 7, 2015 (the "Original Agreement") (Reference Original RFQ 14-054 and Original Clerk Tracking No.15-00106. This Amendment is for services associated with the City of Naples Utilities Department's Replacements of Lift Stations 22 & 26: 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:

- 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 and its three (3) designated tasks will be performed and completed by December 31, 2017 with a 60-day Project Close-out time frame. Project: City of Naples Utilities Department's Replacements of Lift Stations 22 & 26.
- 3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of \$49,819.00 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:

- Keep and maintain public records required by the CITY to perform the service.
- 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.
- 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.
- 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.

This Amendment may be executed in any number of counterparts, each of 7. 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: CITY OF NAPLES, FLORIDA ATTEST: Patricia L. Rambosk A. William Moss, City Manager Approved as to form and legal sufficiency: Robert D. Pritt, City Attorney CONSULTANT: AGNOLI, BARBER AND BRUNDAGE INC. 7400 Trail Blvd, Suite 200 Naples, FL 34108 Att: Dominick J. Amico, Jr., P.E., President Witness (Signature) (Signature) Printed Printed Name: Andrea Anderson Name: President FEI/EIN Number: On File A Florida Profit Corporation (FL) March 22, 2017

VIA EMAIL: AMHolland@naplesgov.com Allyson Holland, Deputy Utility Director City of Naples 380 Riverside Circle Naples, FL 34102

Re:

Design for Improvement of Pump Station 22 and 26

ABB PN 17-0041

Dear Ms. Holland:

At your request, Agnoli, Barber & Brundage, Inc., is pleased to submit this proposal to render professional services on the above referenced project. Our hourly rate schedule is attached. Agnoli, Barber & Brundage, Inc, hereinafter referred to as ABB, proposes to provide the **City of Naples**, hereinafter referred to as Client, the professional services outlined below.

The City of Naples desires to improve existing sanitary pump stations 22 and 26 located on Harbor Drive/Crayton Rd. and Gulf Shore Blvd. (just south of Park Shore Drive), respectively. The existing stations do not meet current submersible pump station or modern operational and safety standards. The stations consist of a buried wet well that receives flows from the sanitary sewer system and stores the sewage until pumped to treatment facilities via a nearby force main. The dry well is a buried metal structure that houses the pumps and controls with only a hatch at the surface to access the equipment. Operators are required to enter this confined space to service the pumps and perform routine maintenance. Minimal improvements to the existing gravity system may also need to be made including replacement of the terminal manhole and final gravity main run to the station. Analysis of possible alternatives including the relocation or reuse of these stations is included in the scope.

The following is a scope of services provided to the City on prior projects that will address the needs of this project.

Scope of Services:

I.	Basic Services (Stations 22 and 26)	\$49,819				
A.	Design Survey. The necessary survey services for this project may vary based on initial investigations, measuring the existing wet wells will be performed first. If these can be reconditioned and reused (as opposed to providing a new wet well), the survey efforts and project cost to the City will be greatly reduced. An alternative location for the wet well installation will be needed if the wet wells can't be reused. This will require the need for a more intensive survey effort by a traditional survey crew with all measurements locked down to published horizontal and vertical standards. The survey crew will conduct a field design survey of the pump station area, locating all above-ground improvements, applicable sanitary system, and buried lines marked ahead of time by City forces. A CAD level basemap for planning and design purposes will be produced. Office survey work will include the necessary research to accurately depict R/W and property lines as they relate to the located improvements.	\$7,704	TM			
В.	Hydraulics/Pump Selection. A field pump down test will be conducted to determine the field hydraulic characteristics of the station along with the pump characteristics of the existing pumps (which have shown to possess adequate capacity). City forces will provide a pressure gage on the discharge side of the pumps and will assist ABB personnel with the pump down test. A system head curve will be generated from this work which will be used for replacement pump selection. Pump design flows will be based on station historic operation records furnished by the City. A brief design memo will be issued to the city documenting our findings and pump selection.	\$5,512	TM			
C.	Alternatives Analysis. Analyze alternatives for the replacement options for the stations. This analysis shall include the conversion of dry wells to wet wells, relocation of wet wells, or a combination of the above.	\$7,180	TM			
D.	<u>Construction Plans/Specs</u> . A stand-alone set of construction drawings for each new station based on City construction standards will be provided in CAD format.	\$23,628	TM			
E.	<u>Bid Package</u> . Bid documents will be prepared for inclusion in the package issued to contractors for bidding the work.	\$2,685	TM			
F.	<u>Bidding Assistance</u> . Attendance to the pre-bid and bid opening will be provided. RFI's will be responded to as needed. This scope item accommodates bidding the stations separately or both at the same time.	\$3,110	TM			
G.	<u>Construction Services</u> . Respond to construction questions and periodic construction observation.	NIC				
H.	Record Drawings. Prepare record drawings based on information provided by contractor and contractor's surveyor.	NIC				
	Deliverables: Signed and sealed hard copy and digital CAD record drawings.					

FF = Fixed Fee. Billings are based on percent completion.

TM = Time and Materials. Billings are based on actual time and materials expended in accordance with our rate schedule. Budgets given are an upset amount and will not be exceeded without prior authorization. Billings will be made on a percent of budget basis.

NIC = Not in this contract, to be included at a later date.

NOTE: All review fees paid to agencies to be supplied by Client.

We look forward to working with the City staff and meeting your needs on this project.

If you have any questions, please do not hesitate to contact me via email: Amico@abbinc.com or telephone.

Sincerely,

AGNOLI, BARBER & BRUNDAGE, INC.

Dominick J. Amico

Dominick J. Amico, Jr., P.E

Agnoli Barber & Brundage

14-054 CSC

Attachment A-1 : Scope & Compensation

Task Order 17-01-20-01-531010

4 of 4

Design for Improvement of Pump Station 22 & 26 City of Naples by: Agnoli, Barber, & Brundage, Inc.

	ii, baroer, & brundage, inc. /22/2017	Principal \$ 206 Hours	per hour Total		per hour Total		200	gner per hour Total		per hour		per hou	ır		ew- 2 Man per hour Total	Sub Total:		Total
Task A	Design Survey:		157.53			9					-			-0	1 - 36		-	
	Design Survey		\$ -		\$ -		4 5	456		\$ -	6	\$ 7	20	\$ 6	\$ 780	\$ 1,9	56	
	Right of Way/Easement Verification		\$ -		\$ -		4 5	456		\$ -	6	\$ 7.	20	\$ 6	\$ 780	\$ 1,9	56	
	Location Options (2.)		\$ -		\$ -		4 5	456		\$ -	6	\$ 7	20	\$ 6	\$ 780	\$ 1,9	56	
	Additional Easement Identification/Descriptions		\$ -		\$ -		4 \$	456		\$ -	5	\$ 6	00	\$ 6	\$ 780	\$ 1,8	36 \$	\$ 7,704
Task B	Hydraulics/Pump Selection:	SIGN E BUILDE	(SINIS						Testilli.		CHE					AV. L. S.	101	
	Field Pump Down Test/Design Memo		\$ 1,030	24	\$ 2,952		\$		18	\$ 1,530		\$ -	\neg		\$ -	\$ 5,5	12 5	\$ 5,512
Task C	Alternatives Analysis:	Name and Address		7.00					CLUB	EGIE	28/33				SA ILA			
	Analyze Replacement/Relocation Options		\$ 1,030	50	\$ 6,150		5	•		\$ -		\$ -	4		\$ -	\$ 7,1	80 \$	\$ 7,180
Task D	Construction Plans/Specs:	COLUMN TO SERVE		THE REAL PROPERTY.		1000		1963	2016			35.11	10	(TAI)	100			
	Construction Plans	18	\$ 3,708	60	\$ 7,380		10 \$	12,540		\$ -		\$ -	4		\$ -	\$ 23,6	28 \$	\$ 23,628
Task E	Bid Package:		200			-		1788									3	
	Bid Documents Preparation	5	\$ 1,030	10	\$ 1,230	-	\$		5	\$ 425		\$ -	\neg		\$ -	\$ 2,6	85 \$	\$ 2,685
Task F	Bidding Assistance:							10 S S S S		E		ALC: N			VI. 1977		10	
	Pre-Bid/Bid Opening/RFI Response		\$ 1,030	10	\$ 1,230		5	-	10	\$ 850		\$ -			\$ -	\$ 3,1	10	\$ 3,110

^{1.} Survey in NAVD 88

Total PO Request \$ 49,819

^{2.} Access the various locations available to place pump stations