

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

Clerk Tracking No. 16-00082

**THIS TASK ORDER AMENDMENT** (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 11<sup>th</sup> **day of May 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INCORPORATED** a Foreign Profit Corporation (the Consultant").

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **August 5, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00123**. **This Task Order Amendment** is for services associated with **(WTP) Water Treatment Plant Sludge Generation/Processing Evaluation. Task Order No. 16-01-20-33-16K13:** (the 'Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Task Order Amendment so that the Consultant will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment 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 Task Order Amendment will be performed and **completed by December 31, 2016** from the issuance of a Notice-to-Proceed and with a 30-day Project close-out time frame. Project: **(WTP) Water Treatment Plant Sludge Generation/Processing Evaluation.**
3. "Article Four, Compensation" is amended to reflect an increase to the Consultant for this Task Order Amendment in the amount of **\$24,850.00** 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. 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.
5. 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 Task Order 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:**

**Kimley-Horn and Associates, Incorporated**  
1777 Main Street, Suite 200  
Sarasota, Florida 34236  
Attention: **Gary Nadeau**, P.E., Vice-President

Peggy Jean Getzan  
Witness (Signature)

Printed Name: Peggy Jean Getzan

By: Gary J. Nadeau  
(Signature)

Printed Name: Gary J. Nadeau, P.E.

Title: Vice President

FEI/EIN Number: On File  
A Foreign Profit Corporation (NC)





May 3, 2016

Mr. David A. Graff  
City of Naples – Department of Utilities  
380 Riverside Circle  
Naples, FL 34102

**RE:     *Individual Project Order #1 for Consulting Engineering Services  
Water Treatment Plant Sludge Generation/Processing Evaluation; Naples, Florida***

Dear Mr. Graff:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Individual Project Order (the "IPO") to The City of Naples ("City") for providing a Technical Memorandum of findings and recommendations associated with the Naples WTP sludge generation/processing operations ("Project"). This IPO describes a specific project agreement between Kimley-Horn and the City in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 5, 2015 (Clerk Tracking No. 15-00123), which is incorporated herein by reference.

### **Project Understanding**

The City of Naples presently operates a lime-softening water treatment plant, which utilizes an onsite pond for backwash overflow. The pond accumulates lime deposits, which must be periodically dredged out. The City has requested a review of operations associated with this pond with recommendations regarding associated process and operations optimization and/or feasible construction modifications. Requested water sample testing will be performed by City of Naples Staff.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

Kimley-Horn will review standard operating procedures at the Naples WTP, basin locations and their functions relative to sludge generation/processing, operation and configuration of the onsite pond that receives some amount of discharges containing relatively high concentrations of suspended solids, and interview Plant Staff relative to these plant components and their function. Kimley-Horn will prepare a discussion of up to three (3) viable alternatives, considering operating procedures, basin usage, additional basins, and/or other alternatives to the existing onsite pond. The intent of these alternatives will be to eliminate, or at least significantly minimize, the use of the onsite pond for disposal of suspended solids generated during the lime softening/filtration process. Kimley-Horn will assemble these investigations, discussions, and findings in a Technical Memorandum which will include selected exhibits and sketches. Budget costs and associated benefits will be discussed for each alternative. The draft of this Technical Memorandum will be reviewed with City Staff. Revisions to the draft Technical Memorandum will be prepared based on feedback received from City Staff. Three (3) signed and sealed final Technical Memorandums will be submitted to the City of Naples, along with an electronic pdf file.

### **Additional Services**

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

### **Information Provided By City**

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the



City's consultants or representatives. Laboratory testing will be performed by City at the City's expense.

#### Fee and Expenses

Kimley-Horn will perform the outlined scope of services for the total lump sum fee of \$24,850. Invoicing and payment will be in accordance with the terms and conditions of the Continuing Services Contract between the City and Kimley-Horn, dated August 5, 2015.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed and will include a description of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

#### Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person execute both copies of this IPO in the spaces provided below, retain one copy, and return the other to us. Fees stated in this IPO are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Thomas J. Pugh, P.E.  
Project Manager

ACCEPTED:

THE CITY OF NAPLES, FLORIDA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_  
Gary Nadeau, P.E.

TITLE: Vice-President \_\_\_\_\_

DATE: 5/3/16 \_\_\_\_\_

**CITY OF NAPLES, FLORIDA  
IPO #1**

**NAPLES WTP SLUDGE GENERATION/PROCESSING EVALUATION  
ESTIMATE OF MANHOURS AND FEES**

Kimley-Horn, Inc.  
5/5/2016 11:23

TASKS		MANHOURS PER EMPLOYEE CLASSIFICATION AND BILLING RATE*								TOTAL	LABOR
NO.	DESCRIPTION	PR	PM	SE	EN	SD	DE	IN	CL	MANHOURS	COST
		\$206.00	\$147.00	\$157.00	\$123.00	\$114.00	\$94.00	\$76.00	\$62.00		
1.0	Project Kick-Off	0	2	2	3	0	0	0	0	7	\$977
2.0	Field Review / Interview Staff / Gather Data	0	4	4	8	0	0	0	3	19	\$2,386
3.0	Prepare Process Flow Diagram / Exhibits	0	2	2	10	3	0	0	0	17	\$2,180
4.0	Develop Alternatives	1	4	8	18	0	0	0	4	35	\$4,512
5.0	Field Review / Interview Staff	0	4	4	4	0	0	0	4	16	\$1,956
6.0	Prepare Draft Tech Memo / Prelim OPC	3	6	8	32	6	0	0	8	63	\$7,872
7.0	Review Tech Memo w/ Client	0	2	2	6	0	0	0	0	10	\$1,346
8.0	Prepare Final Technical Memorandum	2	2	3	14	3	0	0	6	30	\$3,613
<b>TOTAL HOURS</b>		<b>6</b>	<b>26</b>	<b>33</b>	<b>95</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>197</b>	
<b>TOTAL LABOR COST</b>		<b>\$1,236.00</b>	<b>\$3,822.00</b>	<b>\$5,181.00</b>	<b>\$11,685.00</b>	<b>\$1,368.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,550.00</b>		<b>\$24,842</b>

EMPLOYEE CLASSIFICATION  
 PR PRINCIPAL  
 PM PROJECT MANAGER  
 SE SENIOR ENGINEER  
 EN ENGINEER  
 SD SENIOR DESIGNER  
 DE DESIGNER  
 IN INSPECTOR  
 CL CLERICAL / ADMINISTRATIVE

\$ 206  
 \$ 147  
 \$ 157  
 \$ 123  
 \$ 114  
 \$ 94  
 \$ 76  
 \$ 62

Say - \$24,850

\* NOTE: Actual manhours employed for the various employee classifications may vary from the estimated hours shown, however total labor cost will not be exceeded.