

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

Clerk Tracking No. 16-04-40-70-16X11-01 (16-00089)

**THIS TASK ORDER AMENDMENT-01** (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 15<sup>th</sup> day of September 2016, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **Q. GRADY MINOR & ASSOCIATES, P.A.**, a Florida Profit Corporation (the "CONSULTANT").

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **March 26, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00043**. **This Task Order Amendment-01** is for services associated with **Master Pump Station 9 & 10 Design: Task Order No. 16-04-40-70-16X11-01**: (the "Project"); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Amendment-01 so that the CONSULTANT will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment-01 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 Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment-01 in the amount of **\$6,500.00** for the Project as indicated in **Attachment A-1 Scope of Services and Basis of Compensation**, attached and made a part of this Amendment.
3. "**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.**

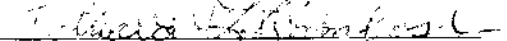
**5.3 The CONSULTANT shall:**

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.
4. 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.
  5. 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.
  6. 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.

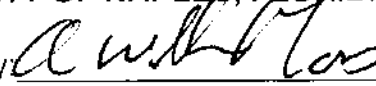
IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By:   
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By:   
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

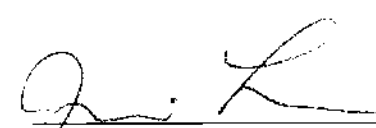
CONSULTANT:

Q. GRADY MINOR & ASSOCIATES, P.A.

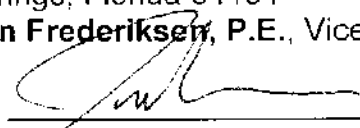
3800 Via Del Rey

Bonita Springs, Florida 34134

Att.: **Justin Frederiksen, P.E.**, Vice President

  
Witness (Signature)

Printed  
Name: Janie Lumbrenas

By:   
(Signature)

Printed  
Name: JUSTIN FREDERIKSEN

Title: VICE PRESIDENT

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

**Grady Minor**

Civil Engineers • Land Surveyors • Planners • Landscape Architects

August 19, 2016

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

**RE: Proposal for Professional Services  
Additional Services - Master Pump Station 9 & 10**

Dear Ms. Holland:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this proposal for additional services associated with the Master Pump Station (MPS) 9 and 10 project.

We propose the following additional Scope of Services:

**Task No. 1 – Electrical Review**

Due to the high flow the proposed MPS will receive and wastewater that has historically caused clogs and pump failure from rags/wipes and other foreign materials, the City has determined that the proposed MPS 9 and 10 will need to be a triplex pump station, with an influent grinder (Muffin Monster), and a diesel backup pump. As a result, additional coordination with FPL will be required to ensure the power service is sufficient for the MPS and additions to the City's electrical details may be required to account for the additional power load. This task does not include a review of or changes to the City's details.

**Task No. 2 –Engineering Survey**

A portion of the wastewater gravity collection system that contributes flow to the proposed MPS is holding water and the City suspects that the gravity collection system does not meet the minimum slope requirements, per the Florida Administrative Code. As part of this task, GradyMinor perform a field survey to determine the rim and invert elevations of ten (10) wastewater manholes. The survey will include a bench run from a published bench mark to ensure accuracy in the elevations. The vertical datum shall be North American Vertical Datum (NAVD 88).

Ms. Allyson Holland, P.E.  
Professional Services Proposal  
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We propose to complete these tasks within 270 days from the issuance of a notice-to-proceed from the City; in accordance the following cost schedule.

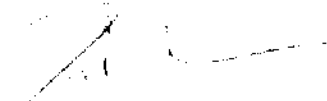
Task	Description	Fee	Fee Type
1.	Electrical Review	\$3,000.00	Time and Materials
2.	Engineering Survey	\$3,500.00	Time and Materials
	TOTAL	<b>\$6,500.00</b>	

This Proposal only includes those items specifically identified above and does not include any environmental assessments, boundary surveys, permitting fees, detailed electrical design, or construction services.

This Proposal is subject to the Standard Provisions of the City of Naples Continuing Service Contract Professional (RFQ 14-054). Any services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the approved the City of Naples Continuing Service Contract Professional (RFQ 14-054) hourly rate schedule. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

Any government imposed sales taxes or fees shall be added to our fees for services under this Proposal.

Very truly yours,



Justin Frederiksen, P.E.  
Vice President