

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

Clerk Tracking No. 16-00147

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 16th **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** is for services associated with **Master Pump Station 7 Design: Task Order No. 16-05-20-01-531010**; (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:

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 September 30, 2017 with a 30-day Project Close-Out time frame**. Project: Master Pump Station 7 Design.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$47,860.00** 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:

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: Roger Reinke, Acting City Manager
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
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: Jamie Lumbkras

By: Justin Frederiksen
(Signature)

Printed Name: JUSTIN FREDERIKSEN

Title: VICE PRESIDENT

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



Civil Engineers • Land Surveyors • Planners • Landscape Architects

August 22, 2016

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

**RE: Proposal for Professional Services
Pump Station 7**

Dear Ms. Holland:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this proposal for the preliminary engineering, design, permitting, and bidding services for the replacement of Pump Station (PS) No. 7, located near the intersection of South Golf Drive and US41.

PS No. 7 was built in the 1960s and is wet-well/dry-well (can) PS with the wet-well located within roadway. The station consists of a buried wet well (within the roadway) which receives flows from the sanitary sewer collection system. The dry-well is a buried metal structure that houses the pumps with access via a hatch above grade. Operators are required to enter this confined space to service the pumps and perform routine maintenance. The PS is a maintenance and safety issue due to the confined space entry required to access the pumps and the wet-well being located in the roadway. Additionally, the existing PS No. 7 does not meet current City standards and has exceeded its expected service life.

The proposed PS No. 7 will be located south of the existing PS within the southern right-of-way (ROW) of South Golf Drive. It is anticipated that the existing wet-well will be converted to a manhole, with flow redirected to the south to the new PS wet-well. The existing dry-well will be decommissioned by cutting the metal structure below grade and filling it with flowable fill. The proposed PS No. 7 will be designed to meet the City's current standards and the Florida Administrative Code. City standard electrical details and specifications will be utilized for the electrical design, and we will coordinate with FPL to determine power service availability and location.

Ms. Allyson Holland, P.E.
Professional Services Proposal
Page 2

We propose the following Scope of Services:

Task No. 1 – Preliminary Engineering

Preliminary Engineering will include:

- Meeting with City staff to review the proposed project and project requirements. This will include, but not be limited to location and condition of the City's existing utilities within the project area.
- Obtaining copies of various plats and Record Drawings for the affected utility systems; flow and run time data for PS No. 7 and all the pump stations that contribute flow to PS No. 7; and force main pressure data.
- Coordination with the City of Naples Streets and Stormwater Department.
- Based upon the Engineering Survey (Task No. 2), the review of the existing utilities within the project area, review of existing pump station and force main data, and the preliminary engineering work, we will prepare the 30% plans. These plans will show the existing conditions, existing utilities, and the proposed improvements (plan view). The 30% plans will be submitted to the various public and private utility providers for review and location of existing facilities, based on data obtained from the Sunshine 811 system.
- GradyMinor will submit electronic copies of the plans to the City (with hard copies if desired) along with a Preliminary Opinion of Probable Project Cost.
- Following the City's review, we will conduct a 30% plan review meeting to discuss the plans and receive comments.

Task No. 2 – Engineering Survey

GradyMinor proposes to conduct an Engineering Survey of the proposed project area. The survey will include:

- A field Survey of existing PS No. 7 and the proposed location of the new PS No. 7. The ROW to ROW survey along South Golf Drive will extend from the western edge of pavement of US41 ROW approximately 300 feet to the west. A survey bench run will not be performed; the survey will be performed with Real-Time Kinematic survey grade GPS.
- Identify edge of pavement, driveways, sidewalks, significant improvements, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features, and cross sections every 50 feet.
- Identify the internal, below ground features inside of the existing pump station and the immediate upstream manholes.
- The vertical datum shall be North American Vertical Datum (NAVD 88).

Task No. 3 – 90% Plans

- Based upon comments received at the Design Review meeting, by public and private utility providers, and by the City, GradyMinor will prepare the 90% plans. These plans will finalize the proposed improvements (plan and profile).
- GradyMinor will submit electronic copies of the plans to the City (with hard copies if desired) along with an updated Opinion of Probable Project Cost.
- Following the City's review, we will conduct a 90% plan review meeting to discuss the plans and receive comments.

Ms. Allyson Holland, P.E.
Professional Services Proposal
Page 3

Task No. 4 – Permitting

At the 90% design stage GradyMinor will begin the permitting process. A Florida Department of Environmental Protection (FDEP) permit will be required for this project. Permitting services will include:

- Preparing the required permit application and supporting documentation.
- Submitting the application package to FDEP. The fees will be provided by the City.
- Responding to requests for additional information.

Task No. 5 – Final Plans

Upon receipt of any 90% review and permitting comments, finalize the plans for bidding/quoting and subsequent construction.

- The City's Standard Bidding and Construction documents and Technical Specifications will be utilized for this project.
- Provide Supplemental Technical Specifications, as required and prepare a Bid form with quantities.
- Provide electronic copies to the City for bidding.
- Prepare the Opinion of Probable Project Cost based on the final design.

Task No. 6 – Bidding

Upon approval of the Final Plans, GradyMinor will prepare Contract Documents ready for bidding and distribution by the City.

- GradyMinor will prepare and provide Supplemental Technical Specifications and a Bid form with quantities. Electronic copies will be provided to the City for bidding, along with the Final Plans.
- We will provide responses to bidder's questions
- We will attend a Pre-Bid Conference.
- Upon receipt of the bids, we will review the three (3) lowest apparent low bidders and provide our recommendation of award for the proposed improvements.

Task No. 7 – Geotechnical

This task includes one (1) standard penetration test to a depth of up to 50' and the preparation of the associated report and soil log. The standard penetration test will provide an indication of the relative density of granular deposits for the in-situ soil where the pump station wet well is proposed. Defining the soil conditions during the design will assist in determining if specialty construction techniques (over excavation or piles) are required to prevent settling of the pump station structures.

Ms. Allyson Holland, P.E.
Professional Services Proposal
Page 4

We propose to complete these tasks and provide Contract Documents ready for bidding within 365 days from the issuance of a notice-to-proceed from the City; in accordance the following cost schedule.

Task	Description	Fee	Fee Type
1.	Preliminary Engineering – 30% Plans	\$16,680.00	Lump Sum
2.	Engineering Survey	\$3,820.00	Time and Materials
3.	90% Plans	\$11,460.00	Lump Sum
4.	Permitting	\$2,500.00	Time and Materials
5.	Final Plans	\$8,100.00	Time and Materials
6.	Bidding	\$2,300.00	Time and Materials
7.	Geotechnical	\$2,500.00	Time and Materials
8.	Reimbursable	\$500.00	Time and Materials
	TOTAL	\$47,860.00	

This Proposal only includes those items specifically identified above and does not include any environmental assessments, boundary surveys, permitting fees, 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 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



GradyMinor Proposal for Professional Engineering Services

PUMP STATION No. 7
CITY OF NAPLES UTILITIES

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

August 22, 2016

Task	Activity Description	Project Manager \$145	Engineer \$130	Senior Inspector \$85	Senior Designer \$95	Prof Surveyor \$135	Survey Crew 2 Man \$135	Clerical \$60	Total Hours	Sub Consultant	TOTAL COST
TASK 1 -PRELIMINARY ENGINEERING											
1	Communication/Meetings	12						2	14		\$1,860
2	Utility\ROW Coordination	8	8					2	18		\$2,320
3	Data Gathering	8	8					2	18		\$2,320
4	30% Design Plans	16	16	4	56			2	94		\$10,180
Subtotal Task 1:											\$16,680
TASK 2 - ENGINEERING SURVEY											
1	Field Survey & Plan Development	2	2		6	4	16		30		\$3,820
Subtotal Task 2:											\$3,820
TASK 3 - 90% PLANS											
1	Communication/Meetings	8						2	10		\$1,280
2	Utility\ROW Coordination	4	6					2	12		\$1,480
3	Data Gathering	4	6					2	12		\$1,480
4	90% Design Plans	12	12		40			2	66		\$7,220
Subtotal Task 3:											\$11,460
TASK 4 - PERMITTING											
1	FDEP	4	8		8			2	22		\$2,500
Subtotal Task 4:											\$2,500
TASK 5 - FINAL PLANS											
1	Communication/Meetings	6						2	8		\$990
2	Utility\ROW Coordination	4	4					2	10		\$1,220
3	Final Design Plans	10	10	2	30			2	54		\$5,890
Subtotal Task 5:											\$8,100
TASK 6 - BIDDING											
1	Communication/Meetings	4						2	6		\$700
2	RAIs	4	4		4			2	14		\$1,600
Subtotal Task 6:											\$2,300
TASK 7 - GEOTECHNICAL											
1	Geotechnical Engineering	106	84	6	144	4	16	28		\$2,500	\$2,500
Subtotal Task 7:											\$2,500
TASK 8 - REIMBURSABLES											
1	Reproduction, shipping and misc costs										\$500
Subtotal Task 8:											\$500
Total Tasks 1 through 8 - Time and Expense Budget:											\$47,860

Notes:

- 1 Proposal is based on City Purchasing adding the general conditions and front end documents.
- 2 This proposal excludes environmental assessment services.
- 3 This proposal does not include permitting fees
- 4 This proposal does not include construction services