

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

Clerk Tracking No. 16-00150

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 21st day of September 2016, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INCORPORATED** a Foreign Profit Corporation (the CONSULTANT").

WHEREAS, the CITY and the CONSULTANT entered into that certain Agreement to furnish CCNA Services, on **September 11, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00159**. This Amendment is for services associated with **Community Development Department's Three (3) Designated Tasks (1) Water Well Engineering; (2) Water Well Sub Construction Direct Cost; and (3) Electrical Services: Task Order No. 16-03-06-02-16B25**; (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 and its three (3) designated tasks will be **performed and completed by January 31, 2017** with a 30-day Project Close-out time frame for each designated task. Project: Community Development Department's Three (3) Designated Tasks (1) Water Well Engineering; (2) Water Well Sub Construction Direct Cost; and (3) Electrical Services.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$38,083.00** 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 Reinker, Acting City Manager For:
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONSULTANT:

**AMEC FOSTER WHEELER ENVIRONMENT
& INFRASTRUCTURE, INCORPORATED
281 Airport Road South
Naples, FL 34104**

Att: **Nestor Fernandez**, Naples Branch Mgr.

M. Stettin
Witness (Signature)

Printed
Name: Melissa Santesteban

By: Nestor Fernandez
(Signature)

Printed
Name: Nestor Fernandez

Title: Senior Program Manager

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



August 30, 2016

Mr. Craig Molé
Building Official
CITY OF NAPLES
COMMUNITY DEVELOPMENT DEPARTMENT
295 Riverside Circle
Naples, FL 34102

Phone: (239) 213-5008
Email: CM@NAPLESGOV.COM

SUBJECT: COMMUNITY DEVELOPMENT CENTER

Amec Foster Wheeler Proposal Name: 16PROP NAPLES-6788-08-REVISION 1

Dear Mr. Molé:

Amec Foster Wheeler Environment & Infrastructure, Inc., (Amec Foster Wheeler) is pleased to present this lump sum cost proposal to provide professional services in accordance with the rates and requirements of our Professional Services Agreement. We are also attaching here a sub proposal for the construction of an 8 in test well Tracking No: 15-00159. This proposal outlines our understanding of the project information, our proposed scope of services, associated fees and schedule, and method by which you can authorize our services.

The scope of work is in support of the planned HVAC upgrades within the facility and are based on the discussions held between the City of Naples and Amec Foster Wheeler staff.

TASK 1 – WATER WELL ENGINEERING

We will install a test well sized to be used as either supply or injection well to confirm water availability and quality.

- We will secure the services of a well driller to install a test well on the site.
- We will supervise on site the activities of the well driller.
- We will secure the necessary permits for the installation of the well.
- The well will be an 8 in diameter and 100 Ft. depth.
- We will perform laboratory tests to verify if the water from the well is of adequate quality to be used with the heat exchanger.
- We will prepare the well permits for Collier County, SWFMD and DEP.
- We will have a hydrologist investigate and select the location of an injection well.

TASK 1 – WATER WELL ENGINEERING LUMP SUM FEE..... \$13,244.00

TASK2 – WATER WELL SUB CONSTRUCTION DIRECT COST..... \$20,000.00

Proposal for City of Naples Facility Life Cycle Analysis and Exploratory Well
Amec Foster Wheeler Proposal No. 16PROP NAPLES-6788-08
August 30, 2016



PROJECT UNDERSTANDING

The following services can be provided by Amec Foster Wheeler, if authorized, but are not included in this proposal:

- Boundary or As-Built Survey
- Property acquisition
- Attendance at public meetings or hearings
- Existing utility relocations
- Landscape and Irrigation Plans
- Meetings not specifically described in the Scope of Services

ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- As-Built Survey.
- Property acquisition.
- Attendance at public meetings or hearings.
- Existing utility relocations.
- Percolation tests.
- Landscape and Irrigation Plans.
- Design and code verification outside the scope of work described above.
- Changes in scope of work of the project.
- LEED or Green Enterprise Community requirements.
- Life cycle cost analysis.
- Changing existing heat pumps.
- Testing condition of existing water loop pipe in building.
- Testing and balancing of existing HVAC systems.
- Redoing return air ductwork for existing heat pumps.
- Condition assessment of existing heat pumps.
- Annual maintenance costs for HVAC system.
- Meetings not specifically described in the Scope of Services.
- Provisions for opening or operating any equipment or devices; any opening or operation of equipment or devices would be performed by Owner designated staff.
- It is noted that the assessment of site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration.
- We understand that the site is accessible to a conventional truck-mounted drill rig.
- Further, although we will take due precautions to minimize disturbance, we will not be responsible for any damage caused by our drilling equipment to any grass or other surfaces.
- Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you before proceeding with any activities beyond the above described scope of work. Charges will be made for the work actually performed using the unit fees listed in our fee estimate.

Proposal for City of Naples Facility Life Cycle Analysis and Exploratory Well
Amec Foster Wheeler Proposal No. 16PROP NAPLES-6788-08
August 30, 2016



SCHEDULE

We can begin this project within five working days after we have received written authorization. Amec Foster Wheeler anticipates completion within 120 calendar days after issuance of the Notice to Proceed and receipt of required documentation. If this does not meet your needs, please contact us so that a mutually acceptable schedule can be established.

COMPENSATION

Fees for the services described above will be \$13,244.00 (Amec FW – Lump Sum) and \$20,000.00 (Well Driller-Time & Materials), totaling **\$33,244.00**. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed. A spread sheet detailing our fees is attached along with a well driller cost proposal.

Once work is underway, should the City request additional services not included in the scope of this proposal, we will follow formal change procedures. If additional services are required, the City will issue a letter describing the requested services. Amec Foster Wheeler will prepare a fee proposal in response to the County's request. We will not proceed with any additional services without receiving a written Change Order or Contract Amendment.

CLOSING

We appreciate this opportunity to offer our professional services on this project. We look forward to working with you, and are committed to providing the services you require for successful completion of this important project within the time frame required.

If you have any questions or comments regarding this proposal, please let us know. You may feel free to contact us at (239) 643-4747. Ext 101.

Sincerely,

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

A handwritten signature in black ink, appearing to read "Nestor Fernandez".

Nestor Fernandez, CPM
Naples Branch Manager

A handwritten signature in black ink, appearing to read "Mario Larrea".

Mario Larrea, P.E.
Vice President of Mechanical Services

Distribution: Addressee (Email)
A. Rony Joel (1)
File

Water Well Engineering Services	Sr. Engineer	Engineer	Clerical
	\$157.00	\$125.00	\$61.00
Site Selection for Water Wells	4	8	
Well Permits	4	8	
Well Test Installation Monitoring	4	48	4
Mechanical Specifications and Schedules	4	16	8
Totals Hours	16	80	12
Total Fee Estimates	\$2,512.00	\$10,000.00	\$732.00
Total Engineering Fees			\$13,244.00

Well Driller Services – Miller – Morgan LLC	
Drilling	
Testing	
Total	\$ 20,000.00



August 26, 2016

Mr. Craig Molé
Building Official
CITY OF NAPLES
COMMUNITY DEVELOPMENT DEPARTMENT
295 Riverside Circle
Naples, FL 34102

Phone: (239) 213-5008
Email: CM@NAPLESGOV.COM

SUBJECT: COMMUNITY DEVELOPMENT CENTER
Amec Foster Wheeler Proposal Name: 16PROP NAPLES-6788-08-REVISION 1

Dear Mr. Molé:

Amec Foster Wheeler Environment & Infrastructure, Inc., (Amec Foster Wheeler) is pleased to present this lump sum cost proposal to provide professional services in accordance with the rates and requirements of our Professional Services Agreement, Tracking No: 15-00159. This proposal outlines our understanding of the project information, our proposed scope of services, associated fees and schedule, and method by which you can authorize our services.

The scope of work is in support of the planned HVAC upgrades within the facility and are based on the discussions held between the City of Naples and Amec Foster Wheeler staff.

TASK 3 – ELECTRICAL SERVICES

- A. Modify standby generator switch over system to be able to accommodate a mobile standby generator
- B. Design a time delay restart for load coming from Elevator, AHU-29

PROPOSAL SUMMARY

1. Schematic Design
2. Construction Documents
3. Construction Administration

ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- Attendance at public meetings or hearings
- Design and code verification outside the scope of work described above.
- Changes in scope of work of the project
- Life cycle cost analysis
- Meetings not specifically described in the Scope of Services
- Provisions for opening or operating any equipment or devices; any opening or operation of equipment or devices would be performed by Owner designated staff.

Proposal for City of Naples Facility Life Cycle Analysis and Exploratory Well
Amec Foster Wheeler Proposal No. 16PROP NAPLES-6788-08
August 25, 2016



- Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you before proceeding with any activities beyond the above described scope of work. Charges will be made for the work actually performed using the unit fees listed in our fee estimate.

SCHEDULE

We can begin this project within five working days after we have received written authorization. Amec Foster Wheeler anticipates completion within 60 calendar days after issuance of the Notice to Proceed and receipt of required documentation. If this does not meet your needs, please contact us so that a mutually acceptable schedule can be established.

COMPENSATION

Fees for the services described above will be charged on a Lump Sum basis and total **\$4,839.00**. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed. A spread sheet detailing our fees is attached.

Once work is underway, should the City request additional services not included in the scope of this proposal, we will follow formal change procedures. If additional services are required, the City will issue a letter describing the requested services. Amec Foster Wheeler will prepare a fee proposal in response to the County's request. We will not proceed with any additional services without receiving a written Change Order or Contract Amendment.

CLOSING

We appreciate this opportunity to offer our professional services on this project. We look forward to working with you, and are committed to providing the services you require for successful completion of this important project within the time frame required.

If you have any questions or comments regarding this proposal, please let us know. You may feel free to contact us at (239) 643-4747. Ext 101.

Sincerely,

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

A handwritten signature in blue ink, appearing to read "N. Fernandez", written over a light blue circular stamp.

Nestor Fernandez, CPM
Naples Branch Manager

A handwritten signature in blue ink, appearing to read "Mario Larrea", written over a light blue circular stamp.

Mario Larrea, P.E.
Vice President of Mechanical Services

Distribution: Addressee (Email) A.
Rony Joel (1)
File

TASK 3 - Electrical Services	Senior Engineer.	Project Manager
	\$ 157.00	\$ 200.00
Item A		
Design	9	
CEI	4	1
Item B		
Design	8	
CEI	2	1
PERMITTING	4	1
TOTALS	27	3
Sub Total	\$ 4,239.00	\$ 600.00
Total FEE	\$ 4, 839.00	