

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

Clerk Tracking No. 16-00160 (16-00034)

**THIS TASK ORDER AMENDMENT-01** (the "Amendment-01") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 30<sup>th</sup> 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-01 is for additional services associated with **Design of HVAC Systems Replacement Fire Station #2: Task Order No. 16-02-08-10-16E22-01**: (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 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 in its entirety will be **performed and completed by October 31, 2016** with a 30-day Project Close-out time frame. Project: Design of HVAC Systems Replacement Fire Station #2.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment-01 in the amount of **\$1,450.00** 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](mailto: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.

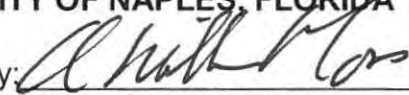
**IN WITNESS WHEREOF**, the CITY and the CONSULTANT have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**


By:   
Patricia L. Rambosk, 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:**

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

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

  
Witness (Signature)

Printed  
Name: Melissa Santesteban

By:   
(Signature)

Printed  
Name: Nestor Fernandez

Title: Branch Manager

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



September 20, 2016

Chief Pete DiMaria  
Fire Chief  
City of Naples

355 Riverside Circle  
Naples, FL 34102

Subject: Engineering Study of Electrical Systems  
Fire Station #2  
Proposal Name: 16PROP NAPLES-6788-07\_Change 1

Dear Chief DiMaria:

Amec Foster Wheeler Environment & Infrastructure, Inc., 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.

#### **PROJECT INFORMATION**

The City of Naples has requested that Amec Foster Wheeler submit a proposal to provide design documents for obtaining a building permit and for the bidding and construction of the work related to the City of Naples, FL change-out of the HVAC equipment at Fire Station No 2 and other related electrical modifications.

The following scope would be a change in scope to our current work order.

#### **ELECTRICAL**

AMEC will provide design documents for obtaining a building permit and for the bidding and construction of the work related to the City of Naples, FL changes as described below:

- Replace Panel "A" with new
- Design of new Panel "K" and Kitchen circuitry
- Change 2x4 fluorescent lighting to 2x4 LED lighting

The following services are included:

- Power system: Review and modify electrical system for items 1 and 2.
- Lighting system, layout, control and schedule of fixtures for item 3 above.
- Fire alarm system – None

**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**

281 Airport Road South | Naples, FL | 34104

Tel: (305) 586-6594

Fax:

(239) 643-7750



Proposal for City of Naples Facility Condition Assessments  
Amec Foster Wheeler Environment & Infrastructure, Inc.  
Proposal No. 16PROP NAPLES-6788-07  
September 20, 2016



- Specifications per our standard format will be on the drawings

The project deliverables:

- Preliminary Design Phase Submittal: None.

100% Design Submittal of contract documents to include drawings, specifications. Upon incorporation of client/Owner comments, the updated set will be designated as Revision 0 or 100% complete for permit submittal and shall be signed and sealed and submitted for permit to the Authority Having Jurisdiction. Approval to include submittal of signed and sealed design documents, response to AHJ comments and attendance at (1) permit review meeting, if necessary for the purpose of obtaining dry-run permit approval.

### **SCHEDULE**

We can begin this project within five working days after we have received written authorization.

Amec Foster Wheeler anticipates completion within 30 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 \$1,450.00. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed.

### **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.

Sincerely,

**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**

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

Nestor Fernandez, CPM  
Naples Branch Manager

Distribution: Addressee (Email)  
A. Rony Joel