

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

Clerk Tracking No. 16-00164

THIS TASK ORDER AMENDMENT (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 5th **day of October 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**, a Nevada Corporation (the CONSULTANT"), authorized to do business in the State of Florida, whose business address is: 281 Airport South; Naples, Florida 34104.

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 Building Renovations Professional Design: Task Order No. 17-01-06-02-16B25**: (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 September 30, 2018** with a 60-day Project Close-out time frame for each designated task. Project: Community Development Building Renovations Professional Design Services.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$89,078.00** 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, 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 Santisteban

By: 
(Signature)

Printed
Name: Nestor Fernandez

Title: Branch Manager

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



August 29, 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-6788-0882616-Rev 1
HVAC Design Services

Dear Mr. Mole:

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.

Amec Foster Wheeler received the following memo from the City of Naples describing the scope of work to be performed by Amec Foster Wheeler and AW Solutions, dated 6/8/2016 under Task order N. 16-01-06-02-16B25 and determined that the following scope of design proceed under a two task format. Task 1A – HVAC system upgrade, Task 1B – Support Building, Task 1C – Architectural, Task 1D – Construction Administration, Task 2 – Electrical system upgrade, Task 3 – Water Well Construction, Task 4 – IT HVAC Design and Task 5 – Maintenance Vehicle Driveway and Employee Parking Area Design.

The scope of services is included under the task headings that we received from the City of Naples.

TASK 1A – HVAC SYSTEM

1. The existing City supplied water and reclaimed water supply will be maintained as a back up to the new system. Motorized valves will be added at the interface.
 - a. We will layout a new portion of the water piping loop on the site of the Community Center to connect the heat exchanger with the water piping system.
 - b. We will select a site for the wells and the piping system between the wells and the heat exchanger.
 - c. We will design layout a piping arrangement to switch over automatically from one system to the other by using motorized valves.
 - d. The reclaimed water system will be setup to run all the time having the two way valves open and closed as cooling demands require.

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



- e. We will design and layout power and site lighting surrounding and inside the enclosure for the new pump and heat exchanger enclosure.
2. The existing heat pumps (2 ton and 3 ton) units (27) are to be kept and will be replaced as needed over the next few years.
 - a. The existing heat pumps (2 ton and 3 ton) units will not be replaced as part of this project.
3. The existing air handler cooling water supply pipe(s) to each heat pump will be evaluated to determine if they can be kept in service, to minimize the cost of installing new piping within the building.
 - a. We will check the condition of the existing pipes by taking samples of the water discharged at the end of the piping system. The internal or external condition of the pipes will not be evaluated due to the difficulty accessing the pipes.
4. New wells, heat exchanger, and loop pumps will be site located, and designed. A secured enclosure will be designed for the heat exchanger and loop pumps area.
 - a. The new pumps, the heat exchanger and new reclaimed booster system will be housed in a new enclosure located adjacent to the Community Center.
 - b. We will design the installation of a heat exchanger connected to a variable frequency pump to circulate the water in the piping loop connected to the heat pumps.
 - c. We will search for the best location for connecting the two portions of the building loop into one.
 - d. We will design the installation of motorized valves to isolate the building loop from the sanitary sewer discharge. These valves will be in the closed position during the times that the heat exchanger pumps will be running
 - e. The heat exchanger system will be equipped with flowmeters and in line thermometers that will be connected to a panel located in the piping room in the building and connected to the building automation system. This additional set of automation will allow the heat exchanger temperature and flows to be remotely monitored. In addition to this, the motorized valves and the heat exchanger and well pumps will be able to be turned on or off remotely
5. We will add a new heat pump air conditioning unit to the building entrance lobby area.
 - a. We will perform cooling load calculations to size the new heat pump.
 - b. We will examine the possible air discharge method to achieve air flows taking into consideration the height of the ceiling.
 - c. We will study the air flows in the building and create a balance airflow as to maintain a positive air flow in the entrance lobby and prevent hot air from entering the building.
 - d. We will include the new unit in the building HVAC system.
 - e. We will bring additional outside air to the building, if needed, to maintain positive air pressure to prevent hot humid area to enter the building.
 - f. We will design the installation of a new air handler unit in a modified soffit above the Lobby. There will be two round metal ducts suspended from the roof above.

TASK 1B – CIVIL AND STRUCTURAL SERVICES FOR HVAC EQUIPMENT ENCLOSURE

The proposed design will match existing road and building grade. Existing drawings will be utilized in part if made available at the beginning of design. Additions to the site will be designed to provide adequate drainage to the areas affected by this project. The scope of services does not include the relocation of any existing utility. The civil engineering group will prepare detailed drawings and specifications to:

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Amec Foster Wheeler Proposal No. 16PROP NAPLES-6788-08
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- Prepare a site plan to illustrate the location of the existing structures and roads, as well as the new project.
- Clear the proposed enclosure footprint area and provide a new concrete sidewalk to connect the new project to the adjacent surface parking area to the South.
- Adjust existing building site grading, if needed. The proposed enclosure area will be designed so that storm water is removed by overland flow then collected into the existing storm management system.

Drawings will be prepared in AutoCAD; reference files will be used where applicable. The civil engineer will coordinate a site inspection to observe existing site conditions. Drawings will be submitted for client approval, prior to final issue.

The civil engineer will interface with other in-house disciplines to provide and receive information, review drawings, and locate any additional equipment. The civil engineer will attend project team meetings and/or phone conference calls with the client as requested.

TASK 1C – ARCHITECTURAL SERVICES

The work is understood to involve the modification of the existing soffit and suspended acoustical ceiling to accommodate an additional air handling unit at the main lobby of the Community Center. The new air handling unit will be installed next to the existing one, and for aesthetic and symmetry reasons the existing soffit will be extended across the width of the lobby up to the air handling units.

The work scope includes the design of a new soffit in an area approximately of 28' x 7' above the main lobby. The scope will include modifications to the existing suspended acoustical ceiling in order to accommodate the new soffit.

It is assumed that ceiling and new soffit will be suspended or framed from existing structure, any additional required structural design is not included with this proposal. Development of as-built drawings is not part of this scope. It is assumed that client will provide as built drawings for the Community Center.

The architectural drawings will include a reflected ceiling plan, partial sections, notes and details and material specification will be noted on plans.

The proposed design will be coordinated with the mechanical engineer to accommodate the needs of the equipment to be installed. The finishes will be specified to match the existing conditions. Drawings will be prepared in AutoCAD.

BID AND CONSTRUCTION ADMINISTRATION (C/A) SERVICES

- Assistance during bidding phase
- Responding to contractor's RFIs during Biding and Construction
- Review and approval of equipment shop drawings
- Will provide written responses to questions generated by potential contractors during the bid process with regards to the final design and specifications.
- Attend Contractor's system commissioning and start-up
- Final inspection and report

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- Review of Contractor's submitted record drawings

TASK 1D – ELECTRICAL SERVICES

- Provide power supply to new equipment identified under Task 1A and 1B

TASK 1 –TOTAL BUDGET \$89,078.00

COMPENSATION

Fees for the services described above will be charged on a Lump Sum basis and total **\$ 89,078.00**. 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 (1)

| Task 1A - Mechanical Services | Sr. Engineer | Engineer | Clerical |
|--|-------------------------|--------------------|--------------------|
| | \$157.00 | \$125.00 | \$61.00 |
| Existing Conditions Data Gathering | 8 | 24 | |
| General Site Layout Sheet | 4 | 6 | |
| Mechanical Legend Sheet and General Notes | | 12 | |
| Survey Coordination | | 8 | |
| Field Verification | 4 | 8 | |
| Piping Pressure Loss Evaluation | 8 | 12 | |
| Design closed loop pumping system | 4 | 20 | |
| Floor Plan Layout Heat Exchanger and Pumps | 2 | 8 | |
| Water Distribution System on Site | 4 | 12 | |
| Flow and Instrumentation Diagram | 4 | 16 | |
| Design Additional Heat Pump for Lobby | 4 | 32 | |
| Design New Control System to Handle System Modifications | 4 | 20 | |
| 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 |
| CA Services | 24 | 60 | 12 |
| Totals Hours | 86 | 318 | 24 |
| Total Fee Estimates | \$13,502.00 | \$39,750.00 | \$ 1,464.00 |
| | | | |
| Project Management | \$5,200.00 | | |
| Total Mechanical Fees | \$ 59,916.00 | | |

| Task 1B - Civil/Structural | Senior Engineer. | Structural Engineer | Clerical |
|---|-------------------------|----------------------------|--------------------|
| | \$130.00 | \$130.00 | 61 |
| Site Survey | | | |
| 1.1 - Survey Coordination | | | |
| 1.2 - Field Verification | | | |
| 1.0 - Schematic Design | | | |
| 1.1 - Project Research | | | |
| 1.2 - Schematic Design (50%) Preparation | 12 | 16 | 2 |
| 1.3 - Schematic Design (50%) Meetings | | | |
| 2.0 - Construction Documents | | | |
| 2.1 - Construction Documents (100%) Preparation | 20 | 24 | 4 |
| 2.2 - Permitting | | | |
| 4.0 - Construction Support | | | |
| 4.1 - Site visits and reports | | | |
| Totals Hours | 32 | 40 | 6 |
| Total Fee Estimates | \$4,160.00 | \$5,200.00 | \$ 366.00 |
| Total Civil Fees | | | \$ 9,726.00 |

| Task 1C - Architectural | Senior Arch. | CADD Tech. | Clerical |
|---|---------------------|-------------------|--------------------|
| | \$ | \$ | |
| | 154.00 | 81.00 | \$61.00 |
| 1.0 - Schematic Design | | | |
| 1.1 - Site visit | 8 | | |
| 1.2 - Schematic Design Preparation | 4 | 8 | |
| 2.0 - Construction Documents | | | |
| 2.1 - Construction Documents Preparation | 6 | 16 | |
| 2.2 - Response to bldg. department comments (meetings with plan reviewers not included) | 4 | 2 | |
| 3.0 - Construction Administration | | | |
| 3.1 - R.F.I's and submittals review | 4 | 2 | |
| 3.2 - Total of 1 site visit | 8 | 0 | |
| Totals Hours | 34 | 28 | |
| Total Fee Estimates | \$5,236.00 | \$2,268.00 | \$ - |
| Total Architectural Fees | | | \$ 7,504.00 |

| Task 1D - Electrical n | Senior Engineer. |
|--------------------------------|-------------------------|
| | \$157.00 |
| Supply Power to HVAC Equipment | 64 |
| CEI | 12 |
| Totals Hours | 76 |
| Total Fee Estimates | \$11,932.00 |
| Total Electrical Fees | \$ 11,932.00 |

| | |
|--------------------------|---------------------|
| Total Task 1 Fees | \$ 89,078.00 |
|--------------------------|---------------------|