

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

Clerk Tracking No. 16-00181

THIS TASK ORDER AMENDMENT (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 7th **day of November 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **TETRA TECH, INCORPORATED**, a Delaware Corporation authorized to do business in Florida (the CONSULTANT").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **May 19, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00090**. **This Amendment is** for services associated with **Water (WTP) & Waste Water Treatment Plants (WWTP): Task Order No. 17-01-20-30-531018:** (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 will be **performed and completed by September 30, 2017** with a 60-day Project Close-out time frame. Project: Community Development Building Lobby Renovations – Design for Interior Ceiling Trusses.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$29,548.00** 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: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

CONSULTANT:

Tetra Tech, Incorporated
10600 Chevrolet Way, Suite 300
Estero, Florida 33928
Att: **Daniel M. Nelson**, Vice President

By: Michael S. Jones
(Signature)

Printed Name: Michael S. Jones

Title: Senior Project Manager

FEI/EIN Number: On File
A Delaware Corporation (DE)

Robert Reinhard
Witness (Signature)

Printed Name: Robert Reinhard

**TETRA TECH**

November 2, 2016

Transmitted Electronically

Mr. Ben Coleland
City of Naples
Budget & CIP Manager
380 Riverside Circle
Naples, FL 34102

**Re: Naples WTP & WWTP 2016 As-Needed
Proposal for Professional Services**

Dear Mr. Copeland:

Thank you for the opportunity to submit our professional services proposal to assist the City of Naples on an as-needed basis at the Naples Wastewater Treatment Plant (WWTP) and Naples Water Treatment Plant (WTP).

We offer the services of Mr. Mick Jones, Robert Reinhard, Tim Cutcher and Stephen Lozen for this assignment.

This proposal contains our understanding of the project requirements, proposed scope of services, and fee estimate.

STATEMENT OF UNDERSTANDING

It is our understanding the City would like engineering and programming assistance at the WTP WWTP.

Examples of services we offer but not limited too under this contract are listed below:

- Programmable Logic Controller (PLC) and Human Machine Interface software programming
- Electrical and instrumentation engineering services
- Systems integration
- Onsite programming and troubleshooting
- SCADA programming via remote connection

SCOPE OF SERVICES

This contract will allow Tetra Tech to investigate, design, program and implement items as directed by Owner on an as-needed basis for a total of approximately 92 hours for each plant (WTP and WWTP) for staff noted above including one 3-day onsite visit for each plant (WTP and WWTP) If the stated budget is exceeded Tetra Tech will not proceed without your prior written authorization.

SCHEDULE

Scheduling for these tasks can occur immediately following your notice to proceed and signature of this contract.

COMPENSATION

Compensation for the professional services required for the assignment will be based on time and material at a not-to-exceed fee budget of:

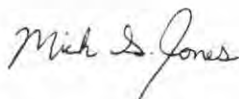
| | |
|----------------------|-----------------|
| Task-1 (WTP) | \$14,774 |
| Task-2 (WWTP) | \$14,774 |

The City will be invoiced monthly based on services performed. With this compensation method you pay only for the hours actually used. The proposed budget is for programming, startup and owner training engineering & programming services.

Services will be provided using the terms & conditions of the FY- 2015 City of Naples Continuing Services Agreement contract 15-00090 signed May 19, 2015.

We appreciate this opportunity to be of service to the City of Naples and look forward to working with you on this important project.

Sincerely,
Tetra Tech, Inc.



Mick S. Jones, P.E.
Sr. Project Manager

