

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 4th day of January, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Camp, Dresser and McKee, Inc.** (the “Consultant”).

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into that certain Continuing Contract for Professional Services, dated October 1, 2003 (the “Original Agreement”) for **public works/treatment plant processes**(‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide **for the evaluation and review of the HVAC systems located in the Public Works Administration Building, the Community Development Building and the Police Emergency Services Building**, pursuant to 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. The scope of services shall be amended hereto and incorporated herein for the provision, **for the evaluation and review of the HVAC systems located in the Public Works Administration Building, the Community Development Building and the Police Emergency Services Building, in the amount not-to-exceed \$37,713.23.**
3. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First 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 First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CAMP, DRESSER AND MCKEE, INC.

Witness

By: _____

Name: _____

Title: _____

City of Naples
 Fee Proposal
 IAQ Phase I

TASK	Project Manager (Eng. 7) 115.00	Mechanical Engineer (Eng. 7) 115.00	Mechanical Engineer (Eng. 4) 80.00	Admin. Assistant (Admin. 4) 55.00	Total Hours	Labor Cost	Sub-consultants	ODC's	TOTALS
I. NON-DESIGN TASKS - Services									
a. Site visit to investigate RTU operation and controls, ductwork and HVAC system.		20			20	\$ 2,300.00		\$ 300.00	\$ 2,600.00
b. Mechanical Contractor Checkout of control wiring, current control configuration, and operation of all RTUs. Perform general TAB info, such as Leaving and Entering Air Temperatures and air flows on makeup AHU equipment and exhaust fans.							\$ 4,000.00		\$ 4,000.00
c. Review Mechanical design, equipment selections		16		3	19	\$ 2,005.00		\$ 100.25	\$ 2,105.25
d. Review maintenance records		4			4	\$ 460.00		\$ 23.00	\$ 483.00
e. Review new recent alterations and remediation actions.		8		3	11	\$ 1,085.00		\$ 54.25	\$ 1,139.25
f. Run Block Loads to estimate and check HVAC equipment capacities for correct tonnage and airflow.		8	8		16	\$ 1,560.00		\$ 78.00	\$ 1,638.00
g. Psychrometric analysis of HVAC systems.		8	16		24	\$ 2,200.00		\$ 110.00	\$ 2,310.00
h. Review Test and Balance Reports		4			4	\$ 460.00		\$ 23.00	\$ 483.00
i. Review MACTEC air sampling reports		4			4	\$ 460.00		\$ 23.00	\$ 483.00
j. Report on findings and recommendations		8	6	3	17	\$ 1,565.00		\$ 78.25	\$ 1,643.25
k. Meetings w/ Client		8		3	11	\$ 1,085.00		\$ 54.25	\$ 1,139.25
l. Mileage								\$ 212.50	\$ 212.50
m. Subconsultant fees									
1. IAQ analysis, air sampling and surface sampling.									
2. Temperature, humidity, CO2 and CO monitoring with data loggers.									
3. Bldg envelope inspection for water intrusion.									
4. Report for each Bldg							\$ 8,000.00		\$ 8,000.00
Total cost is \$2,000 per Bldg.		18			18	\$ 2,070.00		\$ 103.50	\$ 2,173.50
n. Review of Fire Protection Design and system.		16	8	5	29	\$ 2,755.00		\$ 137.75	\$ 2,892.75
o. Recommend alternatives to Reuse water cooling.									
p. Project Management and meetings with client	10		4	4	18	\$ 1,150.00		\$ 57.50	\$ 1,207.50
q. Report of findings and recommendations	2					\$ 1,680.00		\$ 84.50	\$ 1,764.50
TOTAL	12	130	42	21	205	\$ 20,845.00	\$ 12,000.00	\$ 1,439.75	\$ 34,284.75
Profit (10%)						\$ 2,084.50			\$ 143.98
Total Fee						\$ 22,929.50	\$ 13,200.00	\$ 1,583.73	\$ 37,713.23

ASSUMPTIONS:

- Owner will make as-built construction documents and maintenance records available for examination.
- Owner will assist Engineer during site visit with their maintenance personnel for access, ladder, entry, etc. to facility and roof.
- Scope is for all three buildings