

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **17th day of May, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Beck Disaster Recovery, Inc.** (the “Consultant or Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish **Professional Services dated December 7, 2005 (Resolution # 05-11037)**(the “Original Agreement”) **to provide FEMA acceptable monitoring for disaster generated debris management** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services 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 in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant **in an additional amount not-to-exceed \$367,347.00 for FEMA acceptable monitoring for disaster generated debris management** (‘Project’).
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 Contractor 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

Beck Disaster Recovery, Inc.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

**COLLIER COUNTY GOVERNMENT**

**PURCHASING DEPARTMENT
CONTRACT ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION**

**3301 EAST TAMiami TRAIL
PURCHASING BUILDING
NAPLES, FLORIDA 34112
(239) 732-2667
FAX (239) 732-0844**

August 3, 2005

Jonathan J. Burgiel, National Director
R.W. Beck, Inc.
P.O. Box 538817
Orlando, FL 32853-8817

**RE: Contract #05 – 3831 –FEMA Acceptable Monitoring for Disaster Generated
Debris Management**

Dear Mr. Burgiel:

I am pleased to enclose your copy of the fully executed agreement for the above-referenced services.

We anticipate a successful relationship, and in order to meet that goal, we want to convey our expectations regarding your role as a contractor as follows:

1. Flexibility in making changes, including resource allocation as the need arises;
2. Creativity in finding cost-effective solutions to unanticipated problems;
3. Management and coordination of sub-consultants, if applicable;
4. Cooperation and timely communication with County Project Manager and staff;
5. Proper documentation of costs and expenses associated with this contract.

Congratulations on the award of this contract; should you have any questions, please do not hesitate to contact me at 239/732-2667.

Sincerely,

Lyn M. Wood, C.P.M.
Contract Specialist

cc: Irina Berzon. PUED

APPENDIX A**Collier County Fee Schedule****RFP 05-3831****“FEMA Acceptable Monitoring of Disaster Generated Debris Management and Technical Assistance”**

<u>Professional</u>	<u>Hourly Fee</u>
Principal	\$140.00
Project Manager/Deputy Project Manager	\$120.00
FEMA Coordinator/Specialist	\$110.00
Data Manager	\$ 75.00
Field Coordinator/Supervisor	\$ 70.00
GIS Analyst	\$ 70.00
Disposal Monitor	\$ 45.00
Collection Monitor	\$ 40.00
Administrative Support/Clerical/ Data Entry	\$ 35.00

This list is not intended to be all-inclusive. Hourly rate fees for other categories of professional, support, and other services shall be mutually negotiated by the County and the firm on a project-by-project basis as needed.

END OF APPENDIX A