

**FIRST AMENDMENT TO
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) to the **Continuing Contract for Professional Services** is made and entered into this **13th day of June, 2007** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Graef, Anhalt, Schloemer & Associates, Inc.** (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish **Engineering Services dated 13th day of June, 2007 (Res. 07-_____)** (the “Original Agreement”) **from time-to-time on an on-going basis as needed and requested by the City** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant 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 the amount not-to-exceed **\$36,700.00 to provide professional services for the design of new jib cranes & maintenance catwalks(‘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 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

Graef, Anhalt, Schloemer & Associates, Inc.

witness

By: _____

Name: _____

Title: _____

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 Bonita Springs, Florida 34134-4317
 Telephone (239) 495-4360 • FAX (239) 495-5517
 www.gasai.com
 Certificate of Authorization #4270

March 15, 2007 (revised 3/29/07)

Mr. David A. Graff
 Project Manager
 Department of Construction Management
 295 Riverside Circle
 Naples, FL 34102

Subject: City of Naples WWTP – Sludge Stabilization Building
 Proposal for Design and Engineering Services

Dear David:

Graef, Anhalt, Schloemer & Associates, Inc. thanks you for the opportunity to submit this proposal to the City of Naples.

This proposal is for structural design and other engineering services for the installation of jib cranes and new catwalks for the Sludge Stabilization Building. It is our understanding that the primary purpose of installing the jib cranes and catwalks is to facilitate maintenance of the solids feed conveyor and the lime and sludge transfer conveyors and other misc. equipment.

This proposal is based on design development drawings dated April 2006 and our building site visit with Ken Kemlage and yourself on March 7, 2007.

For this PROJECT, GASAI proposes to provide the following Basic Services:

This proposal is based on providing design for two (2), 2-ton, 360 degree swing, free standing jib cranes and an 80 foot long L-shaped catwalk.

STRUCTURAL SERVICES – Task 1000

Design and Construction Document Phase

- Attend project kick-off meeting. We invite you to attend at our office.
- Provide site visit to collect additional design information.
- Locate jib crane to allow boom swing area to capture items requiring hoisting.
 - Consider trolley location and boom swings.
 - Consider height required under boom and trolley relative to surroundings.
 - Consider crane capacity relative to items requiring hoisting.
- Design jib crane foundation near pit walls and slab.
- Design jib crane foundation near footing F7, provide underpin details as required.
- Design aluminum catwalk framing, columns and support pedestals.
- Provide plan set including general notes and design specifications.

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We are dedicated to serving public and private clients. Our ability to excel is driven by Integrity, Quality, and our Commitment to Customer Service.

- Provide technical specifications in CSI format.
- Provide site visit and review design in the field.
- Submit 90% complete drawings for CLIENT comment and review.
- Incorporate CLIENT comments from 90% review into plan set.
- Prepare Division 0 and 1 specifications and include supplemental forms provided by CLIENT.
- Provide signed and sealed set of drawings and calculations.
- Provide probable construction cost estimate near the end of this phase.

ELECTRICAL and VENTILATION SERVICES – Task 2000

Design and Construction Document Phase

- Design power connections for jib cranes.
- Verify if lighting has to be relocated.
- Indicate electrical items to be relocated to accommodate crane boom swing.
- Indicate ductwork to be relocated to accommodate crane boom swing.
- Layout receptacles and circuit if needed.
- Create electrical drawing and specifications.
- Provide technical specifications in CSI format.
- Provide signed and sealed set of drawings and specifications.

PERMITTING, BIDDING AND CONSTRUCTION ADMINISTRATION – Task 3000

Permitting Phase

- Coordinate with the City of Naples building code official prior to submittal.
- Submit construction documents to the building code official for approval.
- Respond to code official review comments.

Bidding Phase

- Prepare bid package and deliver to CLIENT and coordinate how it will be available to potential bidders.
- Attend pre-bid meeting. We assume the meeting will be held at the City of Naples
- Respond to contractor questions.
- Provide opinion of bid proposals and recommendation to award to CLIENT.

Construction Phase

- Attend preconstruction meeting. We have assumed one (1) meeting at the City of Naples.
- Attend construction meetings. We have assumed two (2) meetings at the City of Naples.
- Respond to contractor RFI's.

City of Naples

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March 29, 2007 (revised 3/29/07)

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- Review shop drawings.
- Review change order requests.
- Work with contractor on value engineering ideas. We have considered 10 hours of design services.
- Provide site visits and prepare written report documenting visual assessments and construction progress. We have assumed a total of four (4) site visits. Three (3) during construction and one (1) final visit at project closeout.

For this PROJECT, it is our understanding CLIENT will provide the following services, items and/or information:

- CLIENT's sample bid package for reference.
- Electronic copy of forms and supplemental pages to be included in the project manual.
- Access to WWTP as requested.

GASAI will endeavor to perform the proposed Basic Services per the following schedule:

- As mutually agreed upon by CLIENT and GASAI.

We propose to complete the Basic Services for the amount detailed below:

Task 1000 - Structural Services	\$18,100
Task 2000 - Electrical and Ventilation Services	\$ 4,200
<u>Task 3000 - Permitting, Bidding and Construction Administration</u>	<u>\$14,400</u>
Total	\$36,700

We will include your purchase order number (PO #) on our invoices and bill on a monthly basis as a percent complete for each task as indicated above.

Upon receipt of a signed agreement, GASAI will commence work upon your written Notice to Proceed. Per your request, our invoices for this project would reflect the task number and title as noted above. Graef, Anhalt, Schloemer & Associates, Inc. looks forward to providing services to the City of Naples.

Sincerely,

**GRAEF, ANHALT, SCHLOEMER
& Associates, Inc.**

Bryant E. Stempski, P.E.
Associate/ Project Manager

City of Naples
0000-5000.40/0170

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March 29, 2007 (revised 3/29/07)

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