

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Agreement is made and entered into this **18th day of March, 2009** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **AECOM, Inc. aka Boyle Engineering, Corp** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Contract to provide professional engineering services for the Cove Stormwater Pump Station improvements dated January 9, 2008 (Resolution 08-11893) (the “Original Agreement”) 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. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the amount **not-to-exceed \$193,599.00 for construction engineering inspection services for the Cove Stormwater Pump Station (‘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: _____
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

AECOM, Inc. aka Boyle Engineering, Corp.

witness

By: _____

Name: _____

Title: _____

AECOM
4415 Metro Parkway - Suite 404, Ft Myers, Fl. 33918
T 239 278.7996 F 239 278.0913 www.aecom.com

February 23, 2009

Gregg R. Strakaluse, P.E.
Engineering Manager
CITY OF NAPLES
Streets and Stormwater Department
295 Riverside Circle
Naples, FL 34102

Subject: Cove Stormwater Pumping Station Improvements - Construction Phase Services

Dear Gregg:

Pursuant to your request, AECOM (formerly Boyle Engineering Corporation) is pleased to submit to the City of Naples a revised Scope of Work and Project Budget for construction phase services on the Cove Stormwater Pumping Station Improvements project. The Scope of Work and Project budget were revised to address your comments on February 18, 2009.

Copies of the Scope of Work and Project Budget are attached. The Scope of Work includes construction phase basic services and construction phase project representative services. The Project Budget provides a detailed breakdown, by task and labor category, of the proposed not to exceed (NTE) fee.

Thank you for this opportunity to be of continued service to the City of Naples on this important project. If you have any questions, or if you require any additional information, please contact me.

Yours Sincerely,



Ronald R. Cavalieri, P.E., BCEE
Principal Engineer

P/N: 60060966

City of Naples
Cove Stormwater Pumping Station Improvements

Construction Phase Services
Scope of Work
Revised 2/24/2009

The scope of work for the construction phase services will be completed under the following Tasks:

- Task 1: Construction Phase Basic Services
- Task 2: Construction Phase Project Representative (PR) Services

The scope of work for each of these tasks is described below:

Task 1: Construction Phase Basic Services

During construction of the project, CONSULTANT will provide construction phase basic services. The construction phase basic services will include the following:

- Attend pre-construction meeting and prepare meeting minutes.
- Prepare conformed set of original signed and sealed construction documents. Furnish 5 copies of conformed documents to the construction contractor.
- Attend monthly construction progress meetings and prepare meeting minutes. The Project Budget is based on attending 12 meetings. The construction schedule will be reviewed during the progress meetings, and recommendations required to maintain/ improve the schedule will be made to the contractor. Monthly progress meetings will be attended by the Project Manager. Technical leaders for supporting disciplines (i.e. electrical, structural, and architectural) will also participate in project meetings via conference call as needed.
- Visit the site of the proposed improvements periodically to observe the construction areas designated on the construction plans in cooperation with the OWNER's staff. Site visits will be conducted in conjunction with progress meetings, or as requested by the OWNER. The Project Budget is based on 8 supplemental site visits.
- CONSULTANT will receive, review, and process submittals from Contractor specified for such review in the contract documents. CONSULTANT will prepare and maintain a log of submittals to include submittal number, subject, and date received, reviewer, action taken and date returned. Review is limited to conformance with the design concept of the project and compliance with the information given in the contract documents. Reviews will not extend to means, methods, techniques, sequences, or procedures of construction or safety program of the Contractor. The estimated fee and number of submittals for shop drawing review are presented in the Project Budget.
- Prepare responses to Contractor's Requests-for-Information (RFIs). CONSULTANT will provide interpretations of the contract documents and will provide clarifications or explanations of the design intent and requirements. Prepare sketches as required to support responses to RFIs. CONSULTANT will also prepare and maintain a log of all such received requests, noting the date received, subject, resolution and date response was returned to the Contractor. The estimated fee and number of RFIs are presented in the Project Budget.
- Assist OWNER with management of proposed Changes to the Work by preparing Requests-for-Proposed-Change (RPCs) Quotation, evaluating RPC quotes, evaluating and responding to

- Contractor claims for time extension or additional compensation, and preparing contract change orders for approval by OWNER. The Project Budget is based on management of 2 RPCs.
- Provide consultation and advice to the OWNER's Project Manager during construction. The estimated fee is based on a construction duration of 330 days.
 - Assist the OWNER with review of progress payments for duration of contract. After receipt and review of each application for payment from the Contractor, provide written notice to the OWNER recommending payment to the Contractor, or return the request to the Contractor providing written notice of CONSULTANT's reason for disapproval. The Project Budget is based on review of 12 progress payments.
 - Assist OWNER with the following services related to Contract Closeout:
 - Perform a Substantial Completion walk through and develop final punch list in conjunction with OWNER's staff.
 - Prepare a "Certification of Substantial Completion".
 - Subsequent to the completion of all punch list items, CONSULTANT will perform a Final Completion walk through in conjunction with OWNER's staff.
 - Assist with review of final pay request. Upon receipt of the Contractor's request for final payment, CONSULTANT will inspect and, if acceptable, submit to the OWNER its recommendation as to acceptance of the work and as to the final payment request of the Contractor.
 - Prepare signed and sealed "As-Constructed" (record) drawings from information provided by the Contractor required for project certifications. CONSULTANT will submit record drawings to the appropriate regulatory agencies and provide the OWNER with a copy of the record drawings on a CD.
 - CONSULTANT will provide startup assistance to coordinate with equipment manufacturers for training and startup services that will be provided by contractor to the OWNER's staff.
 - Start-up services will be attended by members of the design team (Project Manager and the electrical/instrumentation engineer) to ensure that items of equipment operate in accordance with specified design parameters.
 - Contractor will prepare a start-up plan and will submit the information to the CONSULTANT and OWNER for review and modification prior to actual startup.
 - CONSULTANT will assemble O&M manuals from the contractor into one binder and submit to the OWNER. The manual will be prepared in sufficient time to accommodate staff training to be done by equipment vendors prior to equipment startup. O&M Manual will include:
 - Original manufacturer's literature and prints of shop drawings in each copy of the manual. Manufacturer's literature and shop drawings are to be organized and filed by equipment identification number. Each piece of equipment discussed in the manual will have a reference section that will include, at a minimum, reference to the project specifications by specification number and drawing by number. The O&M manual will also include preventative maintenance requirements, spare part lists, and startup/shut down requirements from the manufacturer.
 - O&M Submittal log
 - Five copies of the draft manual are to be furnished for OWNER review. After addressing comments from the OWNER, five copies of the final manual and one electronic copy will be delivered to the OWNER on a CD.

Task 2: Construction Phase PR Services

CONSULTANT will provide a Project Representative (PR) who will visit the project site periodically to provide on-site observation of the work. The duration of the construction project is estimated to be 12 months. However, the contractor is not expected to work continuously during this time frame. CONSULTANT will provide up to 200 hours for observation of the work. CONSULTANT understands that the OWNER will also provide on-site observation of the work in support of the PR who will act in support of the CONSULTANT's services on this project. The PR and OWNER's representative will perform the following services:

- Review materials and workmanship of the Project and report to the OWNER any deviations from the Contract Documents that may come to the PR's attention; determine the acceptability of work and materials; and make recommendation to the OWNER to reject items not meeting the requirements of the Contract Documents.
- Recommend to the OWNER in writing that the work, or designated portions thereof, be stopped temporarily by OWNER if, in CONSULTANT's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work, which could not be readily replaced or restored to an acceptable condition. If the OWNER elects to stop the work, CONSULTANT will assist in determining whether or not the work is in general conformance with the requirements of the Contract Documents.
- Prepare daily construction observation reports in a format acceptable to the OWNER.
- Maintain field notes and field construction photographs.
- Maintain appropriate field records to document actual or potential disputes or claims, with respect to construction of the Project.
- Observe operations or performance testing and report findings to the OWNER.

Basis of Compensation

As consideration for providing the scope of work described above, OWNER agrees to pay and CONSULTANT agrees to accept a Not-to-exceed (NTE) fee of \$193,599. A detailed breakdown of the NTE fee is shown on the attached Project Budget. Payment will be on a time and material basis for work actually performed. Labor charges will be in accordance with the standard hourly rates presented in the Project Budget. Reimbursable expenses will be for actual expenditures in performance of the work. Fees and all other charges will be invoiced monthly as the work progresses, and the net amount shall be due at the time of billing. Monthly invoices shall contain a detailed summary of hours by personnel labor category and receipts for direct costs.

Certain assumptions have been made in developing the fee for services. To the extent possible, they are stated in this proposal. If changes to the work result in changes in the level of effort presented in this proposal the scope of services and fee budget will be revised by mutual agreement.

Project Budget

Cove Stormwater Pumping Station Improvements
Project Budget - Construction Phase Services
Revised 2/24/2009

City of Naples

Task Description	Personnel Hours						Total Hours	Budget				Total	
	Principal	Senior II Engineer	Associate Engineer	Assist. III Engineer	Senior RPR	Cadd Operator III		Admins. Support II	Labor	Subcontractant	Other Direct Costs		Total Non-Labor
Task Group 1: Construction Phase Basic Services													
1. Attend preconstruction meeting	8	12										\$	\$
2. Prepare conformed signed and sealed plans and specifications	2	4		8								\$ 100	\$ 3,836
3. Attend monthly progress meetings (12 meetings), including electrical/mechanical/architectural disciplines	40	120				12						\$ 500	\$ 3,262
4. Periodic site visits (8 supplemental site visits)	16	64										\$ 600	\$ 27,940
5. Shop drawing review												\$ 400	\$ 13,472
- Architectural (4 submittals)		4		16								\$	\$ 2,360
- Electrical (8 submittals)		24	24									\$	\$ 6,692
- Structural (8 submittals)	4	12	24									\$	\$ 5,676
- Site/Civil (10 submittals)	4	12		32								\$	\$ 6,152
- Civil Mechanical (20 submittals)	8	24		64								\$	\$ 12,304
6. Prepare responses to Contractor RFIs												\$	\$
- Architectural (1 RFI)		2	4									\$	\$ 831
- Electrical (4 RFIs)		12	12									\$	\$ 3,476
- Structural (2 RFIs)		4	8									\$	\$ 1,662
- Site/Civil (2 RFIs)		4		8								\$	\$ 1,486
- Civil Mechanical (4 RFIs)	2	8	16									\$	\$ 3,382
7. Assist City with management of proposed changes (up to 2 RPCs)	2	8		16								\$	\$ 4,724
8. Consultation and advice to the City's PM during construction (12 months)	40	80										\$	\$ 20,440
9. Review progress payments	4	8		24								\$	\$ 4,796
10. Start-up services (including electrical and I&C)	8	24		48								\$ 600	\$ 10,896
11. O&M Manuals	4	16		40								\$ 200	\$ 7,708
12. I&C and HVAC construction services subcontractant	2	4										\$ 11,150	\$ 12,172
13. Landscape architect construction services subcontractant		2										\$ 306	\$ 1,506
14. Assist City with project closeout, including substantial and final completion walk throughs, final payment request, and record drawings (42 drawings)	4	16		40								\$ 350	\$ 15,326
Subtotal	148	464	72	312	108	99	1,203	\$ 154,999	\$ 12,350	\$ 2,750	\$ 15,100	\$ 170,099	
Task Group 2: Construction Phase PR Services													
1. Senior PR					200							\$	\$ 23,500
Subtotal					200							\$	\$ 23,500
Total	148	464	72	312	200	99	1,403	\$ 176,999	\$ 12,350	\$ 4,250	\$ 16,600	\$ 193,599	

Amounts shown are fee.

Project Budget

Cove Stormwater Pumping Station Improvements
 Project Budget - Construction Phase Services
 Revised 2/24/2009

City of Naples

Task Description	Personnel Hours									Budget			
	Principal	Senior II Engineer	Associate Engineer	Asst. II Engineer	Senior RPR	Cadd Operator III	Admins. Support II	Total Hours	Labor	Subconsultant	Other Direct Costs	Total Non-Labor	Total

Personnel Category	\$/HR
Principal	\$205.00
Senior II Engineer	\$155.00
Associate Engineer	\$115.00
Asst. II Engineer	\$93.00
Senior RPR	\$110.00
Cadd Operator III	\$92.00
Admins. Support II	\$65.00