

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **18th day of May, 2011** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Camp Dresser & McKee, Inc.** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish professional services dated **16th day of September, 2009 (Tracking 09-00017)** (the “Original Agreement”) for **Golden Gate Canal Intake and Transmission Main** (‘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. “Article Five, Compensation” shall be amended for the provision of additional fees by the Contractor **in the amount not-to-exceed \$432,302.00** to provide Construction Administration Services for the Golden Gate Canal Intake Structure and Transmission Main.
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

Camp Dresser & McKee, Inc.

witness

By: _____

Name: _____

Title: _____

**CITY OF NAPLES
GOLDEN GATE CANAL INTAKE AND TRANSMISSION MAIN
SCOPE OF WORK**

Construction Phase Services

The following outlines the services CDM (ENGINEER) will provide to the City of Naples (OWNER) for the development of an intake structure on the Golden Gate Canal and transmission main (SYSTEM) to the OWNER's WWTP.

Per the bid documents, the anticipated construction schedule for the project is as follows:

5/1/2011 - Award contract

6/15/2011 - Issue Notice to Proceed (contingent on contractor obtaining building permits)

8/27/2011 - Interim pump station milestone: intake wetwells constructed, piping and valves installed, pumps and VFDs delivered

1/15/2012 - Pump station substantial completion

2/15/2012 - Pump station final completion

5/1/2012 - Contractor authorized to begin transmission main work on Bear's Paw

9/30/2012 - Transmission main final completion

10/30/2012 - Project final completion

Task 8 Construction Phase Services (T&M)

The ENGINEER will provide Construction Phase services as follows:

8.1 General Services during Construction

- 8.1.1 Prepare agenda and conduct a pre-construction meeting. Tape record the meeting, prepare meeting minutes, and make distribution.
- 8.1.2 Prepare agendas and conduct 17 monthly progress meetings. Tape record meetings, prepare minutes, and make distribution.
- 8.1.3 Make six copies maximum of contract drawings, original sign and seal six copies, and provide to Contractor for use in obtaining building permits.
- 8.1.4 Maintain a shop drawing tracking log, receive and process material and equipment shop drawings from Contractor, review and mark shop drawings as appropriate, log out and return copies to Contractor and/or the City. Review and process up to 80 shop drawing submittals (inclusive of "A" and "B" submittals). Construction contract documents will

include language that makes the Contractor responsible for Engineer's costs to review submittals beyond a "B" submittal.

- 8.1.5 Receive, review and respond to up to **20** requests for information/clarification from Contractor.
 - 8.1.6 Review, evaluate and make recommendations to City on up to **five** change proposals submitted by the Contractor. Discuss and review change proposals with the City and respond to Contractor and the City.
 - 8.1.7 Prepare and coordinate execution of up to **three** contract change orders.
 - 8.1.8 Review up to **17** Contractor monthly application for payment for the project and make recommendations for payment by the City.
 - 8.1.9 Review Contractor's As Built Drawings for any material deviations to design intent. The ENGINEER shall convert the Contractor's As Built Drawings into Record Drawings and deliver one set of reproducible record drawings and two sets of copies documenting the significant changes made during the construction period.
 - 8.1.10 Conduct one substantial completion inspection and one final completion inspection. Prepare punch lists, based on each inspection and make distribution to the Contractor and City.
 - 8.1.11 Review and comment on Contractor's initial construction schedule and **17** monthly updates. Make distribution of review comments to the Contractor and City.
 - 8.1.12 Maintain a tracking log (similar to shop drawings) and review equipment/system O&M manuals furnished by the Contractor. Review up to one resubmittal each for up to **eight** O&M manuals.
 - 8.1.13 Furnish assistance to the City on O&M training at the project site. Attend training sessions scheduled by the Contractor. Furnish training session reports to the City.
 - 8.1.14 Participate/assist in start-up, troubleshooting and testing of new or altered equipment/systems as scheduled by the Contractor. Prepare a report for each equipment/system start-up and furnish to the City.
 - 8.1.15 Perform miscellaneous additional management/administrative tasks, such as special meetings, special reports, coordination of special testing and coordination with agencies having jurisdiction during construction, or City requests for design changes or other out of scope additional work.
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8.2 Resident Project Representative

- 8.2.1 The ENGINEER shall provide the services of a full time Resident Project Representative (RPR) for the duration of the construction activity, from NTP through substantial completion. RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER. A summary of the RPRs duties and responsibilities is provided at the end of the scope of work.

The ENGINEER shall have the authority to recommend rejection of Work that does not conform to the construction documents. If the ENGINEER observes any Work that fails to materially conform to the construction documents, the ENGINEER shall notify the OWNER and may recommend to the OWNER the rejection of such Work. When such Work is rejected, the ENGINEER must advise the Contractor with respect to the implementation of the intent of the construction documents. The ENGINEER will have authority to require additional inspection or testing of the work by others in accordance with the provisions of the construction documents, whether or not such work is fabricated, installed or completed.

The ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's responsibility under the contract for construction. The ENGINEER shall not have control over or charge of acts or omissions of the Contractor, subcontractors or their agents or employees or of any other persons performing portions of the work. The ENGINEER shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the construction documents.

- 8.2.2 The ENGINEER shall provide periodic specialty (instrumentation and electrical) inspections during the course of the project.

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
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- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

Limitations of Authority by RPR

Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
 - 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
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3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Golden Gate Canal Intake and Transmission Main
Fee Estimate

March 1, 2011

Task Description	Principal \$170 /hr		Senior Engineer/ Senior Hydrogeologist \$153 /hr		Senior Construction Manager \$147 /hr		Engineer III/ Hydrogeologist III \$103 /hr		Senior Construction Field Representative \$95 /hr		Administrative Assistant \$60 /hr		Totals Labor Costs		Total Costs
	hours	costs	hours	costs	hours	costs	hours	costs	hours	costs	hours	costs	hours	costs	
Task 8 - Construction Phase Services (T&M)															
8.1 General Services during Construction															
8.1.1 Pre-construction meeting	0	\$0	0	\$0	8	\$1,176	0	\$0	0	\$0	0	\$0	8	\$1,176	\$1,176
8.1.2 Progress Meeting	0	\$0	0	\$0	136	\$19,992	0	\$0	0	\$0	34	\$2,040	170	\$22,032	\$22,032
8.1.3 Contract Drawings	4	\$680	0	\$0	2	\$294	10	\$1,030	0	\$0	0	\$0	16	\$2,004	\$2,004
8.1.4 Shop Drawings	0	\$0	320	\$48,960	0	\$0	0	\$0	0	\$0	0	\$0	320	\$48,960	\$48,960
8.1.5 Requests for Information/Clarification	0	\$0	40	\$6,120	0	\$0	0	\$0	0	\$0	0	\$0	40	\$6,120	\$6,120
8.1.6 Change Proposals	0	\$0	20	\$3,060	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,060	\$3,060
8.1.7 Change Orders	0	\$0	0	\$0	36	\$5,292	0	\$0	0	\$0	0	\$0	36	\$5,292	\$5,292
8.1.8 Pay Applications	0	\$0	0	\$0	102	\$14,994	0	\$0	0	\$0	0	\$0	102	\$14,994	\$14,994
8.1.9 Record Drawings	0	\$0	0	\$0	0	\$0	150	\$15,450	0	\$0	0	\$0	150	\$15,450	\$15,450
8.1.10 Substantial and Final Completion Inspections	0	\$0	0	\$0	24	\$3,528	0	\$0	0	\$0	0	\$0	24	\$3,528	\$3,528
8.1.11 Review Contractors Schedule	0	\$0	0	\$0	34	\$4,998	0	\$0	0	\$0	0	\$0	34	\$4,998	\$4,998
8.1.12 O&M Manual Review	0	\$0	32	\$4,896	0	\$0	0	\$0	0	\$0	0	\$0	32	\$4,896	\$4,896
8.1.13 O&M Training	0	\$0	32	\$4,896	0	\$0	0	\$0	0	\$0	0	\$0	32	\$4,896	\$4,896
8.1.14 Start-up and Testing Assistance	0	\$0	32	\$4,896	0	\$0	0	\$0	0	\$0	0	\$0	32	\$4,896	\$4,896
8.1.15 Miscellaneous Construction Management	0	\$0	0	\$0	80	\$11,760	0	\$0	0	\$0	0	\$0	80	\$11,760	\$11,760
Task 8.1 Subtotal	4	\$680	476	\$72,828	422	\$62,034	160	\$16,480	0	\$0	34	\$2,040	1096	\$154,062	\$154,062
8.2 Resident Project Representative															
8.2.1 Resident Project Representative Services	0	\$0	0	\$0	0	\$0	0	\$0	2800	\$266,000	0	\$0	2,800	\$266,000	\$266,000
8.2.2 Specialty Engineering Inspection Services	0	\$0	80	\$12,240	0	\$0	0	\$0	0	\$0	0	\$0	80	\$12,240	\$12,240
Task 8.2 Subtotal	0	\$0	80	\$12,240	0	\$0	0	\$0	0	\$0	0	\$0	2880	\$278,240	\$278,240
Task 8 - Total	4	\$680	556	\$85,068	422	\$62,034	160	\$16,480	2800	\$266,000	34	\$2,040	3976	\$432,302	\$432,302