

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Continuing Contract for Professional Services is made and entered into this **5<sup>th</sup> day of June, 2013** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Weston & Sampson Engineers, Incorporated**; a Massachusetts Corporation; **located at 4210 Metro Parkway, Suite 250; Fort Myers, Florida 33916**, (the "Consultant").

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Services, dated May 16, 2012 (Contract No. 12-00024) (the "Original Agreement") for services associated with **Reclaimed Water Distribution Expansion** ('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 Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of \$98,240.00 for engineering services indicated in First Amendment Exhibit B, which is attached and made a part of this First Amendment.
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: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

By: A. William Moss  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt  
Robert D. Pritt, City Attorney

**WESTON & SAMPSON ENGINEERS, INC.**

Witness  
Witness

By: Jeffrey A. Wilson  
(Signature)

Printed  
Name: Jeffrey A. Wilson, P.E.

Title: Regional Manager

Amendment to agreement

**CITY OF NAPLES  
RECLAIMED WATER TRANSMISSION MAIN OPTION T-7  
SCOPE OF WORK**

Construction Phase Services

The following outlines the services Weston & Sampson (ENGINEER) will provide to the City of Naples (OWNER) for the Reclaimed Water Transmission Main Option T-7 project.

ENGINEER will be responsible for providing engineering services during construction for only reclaimed water component of the project. Engineering-related services associated with the potable water main replacement and/or stormwater box replacements (at Park Shore Drive and Bellair) are the responsibility of OWNER. If OWNER desires ENGINEER's assistance, then this amendment shall be modified as mutually agreeable, including additional compensation.

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

<u>ANTICIPATED DATE</u>	<u>DESCRIPTION</u>
June 5, 2013	Award Construction Contract
July 15, 2013	Issue Notice to Proceed for Phase 1 (transmission main portion along Gulf Shore Boulevard North)
November 12, 2013	Substantial Completion for Phase 1
December 12, 2013	Final Completion for Phase 1
November 1, 2013	Issue Notice to Proceed for Phase 2 (transmission main portion along Park Shore Drive & Cypress Woods Drive)
March 12, 2014	Substantial Completion for Phase 2
April 11, 2014	Final Completion – all work

**7. CONSTRUCTION ADMINISTRATION SERVICES FOR OPTION T-7 (T &M)**

The ENGINEER will provide Construction Phase services as follows:

- a. General Administration Services during Construction
  - i. Construction-related Meetings
    1. Preconstruction Meeting
      - a. Prepare agenda and conduct a pre-construction meeting. Tape record the meeting, prepare meeting minutes, and make distribution.



2. However, ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTORS schedules or failure to carry out the work in accordance with the construction documents.
  3. ENGINEER is only providing limited site visits to the construction site, which is not to be considered as detailed construction observation. OWNER has elected to perform the detailed observation of construction associated with this project with OWNER's staff.
- iv. Request of Information/Clarification
    1. Receive, review and respond to up to **12** requests for information/clarification from CONSTRUCTION CONTRACTOR.
  - v. Change Orders
    1. Review, evaluate and make recommendations to OWNER on up to **five** change proposals submitted by the CONSTRUCTION CONTRACTOR. Discuss and review change proposals with the OWNER and respond to CONSTRUCTION CONTRACTOR and the OWNER.
    2. Prepare and coordinate execution of up to **three** contract change orders.
  - vi. CONSTRUCTION CONTRACTOR Application(s) for Payment
    1. Review up to **9** CONSTRUCTION CONTRACTOR monthly application for payment for the project and make recommendations for payment by the OWNER.
  - vii. Substantial and Final Completion
    1. Conduct one substantial completion walk-through for Phase 1 and one substantial completion walk-through for Phase 2
      - a. Prepare punch lists, based on each walk-through and make distribution to the CONSTRUCTION CONTRACTOR and OWNER
    2. Conduct one final completion walk-through for Phase 1 and one final completion walk-through for Phase 2
      - a. Prepare punch lists, based on each walk-through and make distribution to the CONSTRUCTION CONTRACTOR and OWNER
  - viii. As-built Drawing
    1. Review CONSTRUCTION CONTRACTOR's As Built Drawings for any material deviations to design intent.
    2. ENGINEER shall convert the CONSTRUCTION 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.

ix. Operation & Maintenance Manuals

1. As this is a reclaimed water pipeline project, without pumping equipment, no O&M manuals are anticipated or included in the ENGINEER's scope of services.

b. Detailed Construction Observation Services-Resident Project Representative

- i. The OWNER has elected to provide detailed construction observation - resident project representative services with OWNER's staff.

1. ENGINEER is not providing detailed construction observation or resident project representative services as part of this scope.

### **LIMITATIONS OF ENGINEER'S AUTHORITY**

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
3. Shall not expedite work for the CONSTRUCTION CONTRACTOR.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
6. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.
7. Shall not exceed limitations of the ENGINEER's authority as set forth in the contract documents.
8. Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

### **COMPENSATION**

Compensation to ENGINEER for providing Task 7-Construction Administration Services for the Reclaimed Water Transmission Main Option T-7 shall be in the not-to-exceed amount of \$98,200.

# Anticipated Level of Effort and Cost Table

Reclaimed Water Option T-7 Services During Construction  
City of Naples, FL

**Weston & Sampson**

5/17/2013

TASK NO.	TASK DESCRIPTION						Billing Costs		
		Reg Mgr-PM	Engr II	CADD	Admin	TOTAL HOURS	EXPENSES	SUB-CONSULT.	TOTAL COST
a.	General Administration Services during Construction								
i.	Construction-related Meetings								
1.	Preconstruction Meeting								
a.	Agenda, meeting, post-mtg	6	16		1	23	\$110.00		\$2,620.00
b.	6 copies of contract drawings, sign & seal	2	2	4	1	9	\$275.00		\$1,225.00
2.	Monthly Progress Meetings								
a.	Agendas, up to 9 monthly prog mtg; post-meeting	40	80		20	140	\$1,100.00		\$16,100.00
b.	Review schedule and 9 monthly updates.		40		8	48			\$4,000.00
3.	OWNER Meetings								
a.	Meet with the OWNER during construction	40	80		8	128	\$1,100.00		\$15,500.00
ii.	Shop Drawings								
1.	Maintain a shop drawing tracking log		20		20	40			\$2,800.00
2.	Conduct up to 40 reclaimed water-related shop draw	4	160		20	184			\$16,080.00
3.	Potable water and/or stormwater box replacement b								
iii.	Site Visits								
1.	Site visits at key milestone events	20	80		8	108	\$2,200.00		\$13,200.00
3.	OWNER to perform detailed observation of constr								
iv.	Request of Information/Clarification								
1.	Process to up to 12 requests	4	40		20	64			\$5,280.00
v.	Change Orders								
1.	Process up to 5 change proposals	4	40		8	52			\$4,680.00
2.	Prepare and coordinate execution of up to 3 contrac		12		4	16			\$1,280.00
vi.	Contractor Application(s) for Payment								
1.	Review up to 9 Contractor monthly pay apps		40		8	48			\$4,000.00
vii.	Substantial and Final Completion								
1.	Phase 1 & Phase 2 subs compl walk-thrus	4	16			20	\$220.00		\$2,340.00
b.	Prepare punch lists		4		2	6			\$460.00
2.	Phase 1 & Phase 2 final compl walk-thrus	4	16			20	\$220.00		\$2,340.00
a.	Prepare punch lists & close out docs		4		2	6			\$460.00
viii.	As-built Drawing								
1.	Review Contractor's As Built Drawings		12			12			\$1,080.00
2.	Prepare Record Drawings		8	40		48	\$275.00		\$4,795.00
<b>TOTAL HOURS</b>		<b>128</b>	<b>670</b>	<b>44</b>	<b>130</b>	<b>972</b>	<b>\$5,500.00</b>		<b>\$98,240.00</b>