

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Professional Services is made and entered into this **19<sup>th</sup> day of March, 2014** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **AECOM TECHNICAL SERVICES, INCORPORATED**, a California Corporation (the "Contractor").

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish Contract for Professional Services, dated **January 9, 2013** (Clerk Tracking No. 13-13228 (the "Original Agreement") for services associated with **Port Royal & Public Works Pump Station Improvements** ('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.

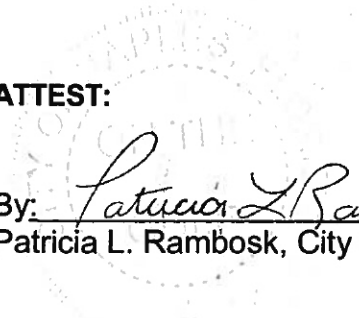
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Three Section 3.1, Time" shall be amended for the provision of additional time by the Consultant with a completion date of January 26, 2015.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Contractor in the amount of \$134,663.00 for Construction Phase Services as indicated in Exhibit-A, with is attached and made a part of this Agreement.
4. 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.
5. 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.

**ATTEST:**

By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk



**CITY:**

**CITY OF NAPLES, FLORIDA**

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

**AECOM Technical Services, Inc.**

4415 Metro Parkway, Suite 404  
Fort Myers, FL 33916  
Attention: Ronald Cavalieri, Project Manager  
FEI/EIN Number: 95-2601922 State (CA)

R. Cavalieri  
Witness (Signature)

By: Mark Abbott  
(Signature)

Printed  
Name: Ronald R. Cavalieri

Printed  
Name: Mark Abbott

Title: Senior Operations Manager

Amendment to agreement

Exhibit A :: Compensation and Scope of Work  
Reference Bid No. RFP 004-13  
Port Royal and Public Works Pump Station  
Request for Professional Engineering Services

AECOM Technical Services, Inc.

1 of 6



AECOM  
4415 Metro Parkway Ste. 404  
Fort Myers, FL 33916  
www.aecom.com  
239-278-7996 tel  
239-278-0813 fax

January 29, 2014

Andrew Holland, P.E.  
Engineering Manager  
CITY OF NAPLES  
Streets and Stormwater Department  
295 Riverside Circle  
Naples, FL 34012

Subject: Port Royal Pumping Station Improvements – Revised Construction Phase Services

Dear Andy,


Pursuant to your request, AECOM is pleased to submit to the City of Naples a revised Scope of Work and Project Budget for construction phase services for the Port Royal Pumping Station Improvements project.

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,

  
Mark Abbott  
Senior Operations Manager

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

**City of Naples**  
**Port Royal Pumping Station Improvements**

**Construction Phase Services**  
**Scope of Work**  
01/29/2014

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 6 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 6 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 1 RPC.
- Provide consultation and advice to the OWNER's Project Manager during construction. The estimated fee is based on a construction duration of 270 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 8 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 9 months. However, the contractor is not expected to work continuously during this time frame. CONSULTANT will provide up to 80 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 \$134,663. 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

Port Royal Pump Station  
 Construction Services

City of Naples  
 Streets and Stormwater Department

Dated January 29, 2014

Task Description	Personnel Hours								Budget						
	Principal II	Principal I	Project Manager II	Project Engineer III	Project Engineer II	Engineer III	Engineer IV	Cadd Technician	Admin. Awt. II	Total Hours	Labor	Other Direct Costs	Subcontract	Total Non-Labor	Total
<b>Task Group 1: Construction Phase Basic Services.</b>															
1. Attend preconstruction meeting		3	3	4					3	13	\$ 1,950	\$ 250		\$ -	\$ -
2. Prepare confirmed signed and sealed plans and specifications		2	4	6	4				4	26	\$ 3,402	\$ 500		\$ 250	\$ 2,200
3. Attend monthly progress meetings (6 Meetings), including electrical, I&C		3	18	18	60			6	6	105	\$ 15,180	\$ 1,900	\$ 2,025	\$ 3,925	\$ 3,902
4. Periodic Site visits (6 supplemental visits)		3	12	23	48					86	\$ 12,810	\$ 1,400		\$ 1,400	\$ 19,105
5. Shop Drawing Review		4		24						4	\$ 880			\$ -	\$ 880
Structural/Architectural - 8 submittals									8	32	\$ 4,120			\$ -	\$ 4,120
Civil/Mechanical - 13 submittals									8	54	\$ 6,930			\$ -	\$ 6,930
Electrical - 12 submittals									12	50	\$ 6,550			\$ -	\$ 6,550
Instrumentation and Controls including security - 6 submittals									1	4	\$ 470	\$ 100	\$ 1,800	\$ 1,900	\$ 2,370
6. Prepare responses to Contractor RFIs									5	5	\$ 325			\$ -	\$ 325
Structural/Architectural - 1 RFI									1	4	\$ 785			\$ -	\$ 785
Civil/Mechanical - 8 RFIs									2	20	\$ 2,800			\$ -	\$ 2,800
Electrical - 6 RFIs									1	13	\$ 1,985			\$ -	\$ 1,985
I&C/Security 2 RFIs									1	1	\$ 135	\$ 50	\$ 1,060	\$ 1,110	\$ 1,245
7. Assist City with management of proposed changes (up to 1 RPC)									2	23	\$ 2,926	\$ 50	\$ 790	\$ 840	\$ 3,766
8. Consultation and advice to the City's PM during construction (9 months)									6	80	\$ 12,235	\$ 60	\$ 280	\$ 340	\$ 12,575
9. Review Progress Payments									5	27	\$ 3,715			\$ -	\$ 3,715
10. Start-up services (including electrical and I&C)									4	66	\$ 9,710	\$ 750	\$ 910	\$ 1,660	\$ 11,370
11. O&M Manuals									8	41	\$ 5,915	\$ 210	\$ 605	\$ 815	\$ 6,730
12. Assist City with project closeout, including submittal and final completion walk throughs, final payment request and record drawings (29 drawings)									6	128	\$ 16,940	\$ 650	\$ 1,960	\$ 2,610	\$ 19,550
<b>Subtotal Task Group 1</b>		39	96	227	294				78	783	\$ 109,763	\$ 5,920	\$ 9,430	\$ 15,350	\$ 125,113
<b>Task Group 2: Construction Phase PR Services - Port Royal Pump Station</b>															
1. Part Time Resident Services - assume 10 hrs per week for 8 weeks										80	\$ 8,800	\$ 750		\$ 750	\$ 9,550
<b>Subtotal Task Group 2</b>										80	\$ 8,800	\$ 750		\$ 750	\$ 9,550

**Project Budget**

Port Royal Pump Station  
 Construction Services

City of Naples  
 Streets and Stormwater Department

Dated January 29, 2014

Task Description	Personnel Hours										Budget			
	Principal II	Principal I	Project Manager II	Project Engineer III	Project Engineer II	Engineer III	Engineer IV	Cadd Technician	Admin. Asst. II	Total Hours	Labor	Other Direct Costs	Subconsultants	Total Non-Labor
	39	96	227	294	80	10	39	78	863	\$ 118,563	\$ 6,670	\$ 9,430	\$ 16,100	\$ 134,663
<b>Total</b>														

Amounts shown are revenue

Personnel Category	\$/HR
Principal II	\$265.00
Principal I	\$220.00
Project Manager II	\$185.00
Project Engineer III	\$150.00
Project Engineer II	\$135.00
Engineer IV	\$122.00
Engineer III	\$110.00
Cadd Technician	\$87.00
Admin. Asst. II	\$65.00