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**FIRST AMENDMENT TO AGREEMENT
(PROFESSIONAL SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Professional Engineering Services is made and entered into this **21st day of May, 2014** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **TETRA TECH, INCORPORATED**, a Delaware Corporation (the Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **December 18, 2013** (the "Original Agreement") (Reference Original Bid No. **RFP 060-13** and Original Clerk Tracking No. **13-00113** for services associated with **Professional Engineering Services for Royal Harbor Water System Improvements: First Amendment: Additional Services** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided 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, Time" shall be amended to **September 30, 2015** for the provision of additional time the Contractor will have for the completion and close out of the Project, **Royal Harbor Water System Improvements**:
3. "Article Four, Compensation" shall be amended for the provision of additional Construction Administrative Services by the Contractor in the amount of **\$113,435.00** for City of Naples Royal Harbor Water System Improvements. **Exhibit A-1** Scope of Services and Basis of Compensation is attached and made a part of this First Amendment.
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

Tetra Tech, Incorporated
10600 Chevrolet Way, Suite 300
Estero, Florida 33928
Att: **Danny M. Nelson, PE, VP**
FEI/EIN Number: 95-4148514 (DE)

Tyler Wainright
Witness (Signature)
Printed
Name: Tyler Wainright

Daniel M. Nelson
(Signature)
Printed
Name: Daniel M. Nelson

Title: Vice President

Amendment to Professional Services Agreement

SCOPE OF SERVICES

**CITY OF NAPLES
PROJECT # 060-13**

ROYAL HARBOR WATER SYSTEM IMPROVEMENTS

SERVICES DURING CONSTRUCTION – PHASE 1 AREA

I. PROJECT DESCRIPTION

The City of Naples (City) has identified the need to replace approximately 30,000 linear feet of asbestos cement (AC) water mains within the Royal Harbor area in order to meet current and projected fire flow requirements. The project area extends from Curlew Avenue at the north end to Tarpon Road at the South end and is bounded by Sandpiper Street on the east and Naples Bay on the west. The proposed improvements are being implemented in three (3) phases, with each phase completed in subsequent fiscal years, starting with Phase 1 in the current Fiscal Year 2013/14. The streets and phases for the proposed improvements are provided below:

Phase 1 – Fiscal Year 2013/14

| | |
|----------------------|------------------|
| Cobia Court | 270 LF |
| Kingfish Road | 3,530 LF |
| Sandpiper Street | 1,760 LF |
| Shad Court | 300 LF |
| Sheepshead Drive | 1,030 LF |
| Snook Drive | 2,920 LF |
| Tarpon Road | 4,160 LF |
| Trout Court | 300 LF |
| Tuna Court | 160 LF |
| Wahoo Court | 300 LF |
| TOTAL PHASE 1 | 14,730 LF |

Phase 2 – Fiscal Year 2014/15

| | |
|----------------------|-----------------|
| Bluefin Court | 260 LF |
| Bonita Court | 330 LF |
| Bonita Lane | 400 LF |
| Chesapeake Avenue | 1,700 LF |
| Dolphin Court | 500 LF |
| Dolphin Lane | 400 LF |
| Dolphin Road | 1,220 LF |
| Jewel Box Avenue | 1,330 LF |
| Marlin Drive | 1,330 LF |
| Mullet Court | 300 LF |
| Mullet Lane | 400 LF |
| TOTAL PHASE 2 | 8,170 LF |

Phase 3 – Fiscal Year 2015/16

| | |
|---------------------------|-----------------|
| Blue Point Avenue | 1,500 LF |
| Cherry Stone Court | 340 LF |
| Clam Court | 340 LF |
| Curlew Avenue | 1,450 LF |
| Little Neck Court | 340 LF |
| Osprey Avenue | 1,380 LF |
| Pelican Avenue | 1,450 LF |
| TOTAL PHASE 3 | 6,800 LF |

Previous authorization was issued for the performance of preconstruction activities associated with Phases 1 through 3 (Pre-Design through Bidding). This scope of services covers the post design activities associated with the Phase 1 work and specifically includes Construction Administration and Residential Project Representation (RPR) services. Post Construction related activities for Phases 2 and 3 are not included within this Scope of Services and will be included as part of a separate, future authorization.

II SCOPE OF SERVICES

A. Construction Administration

Upon award of the project, Tetra Tech will assist the City with Construction Administration and shall complete the following tasks based on a construction duration of 270 days (9 months) to final completion. If construction is extended beyond the projected 9 month period, additional construction management services will be required.

- a. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees.
- b. Attend progress and specially scheduled meetings throughout progress of the project. Up to nine (9) progress meetings will be held monthly. Tetra Tech will be responsible for preparing and distributing meeting minutes.
- c. Make site visits to the construction site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule. It is anticipated that 24 site visits with an average duration of approximately 4 hours will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents. It is anticipated that site visits will be performed once per week during construction (or up to 24 visits).
- d. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid to Tetra Tech

- by the Contractor through the City. (20) submittals are anticipated to be received for review.
- e. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
 - f. Assist City with development of and approval of Change Orders required due to unforeseen conditions.
 - g. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the City of the recommended payments to the Contractor.
 - h. Upon written request by the Contractor, conduct a substantial completion inspection of the project with the City and distribute a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended.
 - i. Upon written request by Contractor, conduct a final completion inspection of the Project with the City to determine if Work is finally complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the City and recommend that the City make final payment to the Contractor.
 - j. Review Contractor closeout documentation (to be submitted with Final Pay Request), to include but not be limited to warranties, release of liens and related documentation as required by the City.
 - k. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents. Prepare record drawings for City's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings for each construction contract.
 - l. Prepare and submit certifications and required supporting documentation to the FDEP.

Deliverables

- Meeting minutes for each meeting
- Site visit summary reports
- Copies of Shop Drawing Reviews
- Copies of RFIs and associated responses
- Change Proposals and executed change orders
- Approved Pay Requests with supporting documentation
- Updated logs for Shop Drawings, RFIs, Pay Requests, Residential Comments, etc.
- Copies of test results
- Substantial and Final Completion Punch Lists

- Record Documents (3 printed sets and 1 electronic copy)
- Copies of certifications of completion

B. Part Time Resident Project Representation

Upon commencing the construction phase of the project, Tetra Tech will provide part time resident project representative (RPR) services. Our scope of services is based on part time field representation over the construction period, which shall consist of 270 days from notice-to-proceed to final completion, with work beings performed 4 hours per day, 5 days per week (for an estimated 195 working days or 780 hours). Work beyond the normal work period (daily or total duration) would be required to be negotiated as an additional service. The role of the RPR staff is as follows:

- a. Tetra Tech shall furnish one (1) part-time Resident Project Representative (RPR) to assist the City in observing progress and quality of the Work.
- b. Observations of Contractor's work in progress and field checks of materials and equipment by the RPR, shall endeavor to provide further protection for the City against defects and deficiencies in the Work. However RPR shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- c. The duties and responsibilities of the RPR are limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:
 1. General: RPR is Tetra Tech's agent at the Site, will act as directed by and under the supervision of Tetra Tech, and will confer with Tetra Tech and the City regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Tetra Tech and Contractor, keeping the City 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 the City with the knowledge of and under the direction of Tetra Tech.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Tetra Tech concerning acceptability.
 3. 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.
- d. Liaison:

- i. Serve as Tetra Tech's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - ii. Assist Tetra Tech in serving as the City's liaison with Contractor when Contractor's operations affect the City's on-site operations.
 - iii. Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- e. Interpretation of Contract Documents: Report to Tetra Tech when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Tetra Tech.
- f. Shop Drawings and Samples:
 - i. Record date of receipt of Samples and approved Shop Drawings.
 - ii. Receive samples, which are furnished at the Site by Contractor, and notify Tetra Tech of availability of Samples for examination.
 - iii. Advise Tetra Tech and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Tetra Tech.
- g. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPRs recommendations to Tetra Tech. Transmit to Contractor in writing decisions as issued by Tetra Tech.
- h. Review of Work and Rejection of Defective Work:
 - i. Conduct on-site observations of Contractor's work in progress to assist Tetra Tech in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to Tetra Tech whenever RPR believes that any part of Contractor's work in progress 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 Tetra Tech of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- i. Inspections, Tests, and System Startups:
 - i. Consult with Tetra Tech in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - ii. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City's personnel, and that Contractor maintains adequate records thereof.
 - iii. Observe, record, and report to Tetra Tech appropriate details relative to the test procedures and systems startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Tetra Tech.
- j. Records:

- i. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Tetra Tech's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - ii. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, 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 Tetra Tech.
 - iii. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - iv. Maintain records for use in preparing Project documentation.
 - v. Upon completion of the Work, furnish original set of all RPR Project documentation to Tetra Tech.
- k. Reports:
- i. Furnish to Tetra Tech 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.
 - ii. Draft and recommend to Tetra Tech proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - iii. Furnish to Tetra Tech and the City copies of all inspection, test, and system startup reports.
 - iv. Report immediately to Tetra Tech the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- l. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Tetra Tech, 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.
- m. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Tetra Tech for review and forwarding to the City prior to payment for that part of the Work.
- n. Completion:
- i. Before Substantial Completion is granted, submit to Contractor a list of observed items requiring completion or correction.
 - ii. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- iii. Participate in a final inspection in the company of Tetra Tech, the City, and Contractor and prepare a final list of items to be completed or corrected.
- iv. Observe whether all items on final list have been completed or corrected and make recommendations to Tetra Tech concerning acceptance and issuance of the Notice of Acceptability of the Work.
- o. Resident Project Representative shall not:
 - i. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - ii. Exceed limitations of Tetra Tech's authority as set forth in the Agreement or the Contract Documents.
 - iii. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 - iv. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - v. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the City or Contractor.
 - vi. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Tetra Tech.
 - vii. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - viii. Authorize the City to occupy the Project in whole or in part.

Deliverables

- Daily Reports (up to seven)
- Correspondence related to RPR services

III. SERVICES NOT INCLUDED

- A. Pre-Construction activities as authorized separately.
- B. Any other services not specifically identified herein.


IV. COMPENSATION SUMMARY

The total fee compensation for the Scope of Services described in Section II is \$113,435 which includes lump sum and not to exceed fee items as listed below. The compensation for the Scope of Services by task is summarized below.

| Task | NTE or LS | Cost |
|--------------------------------------|------------------|-------------------|
| A Construction Administration | LS | \$ 50,335 |
| B Residential Project Representation | NTE | \$ 58,500 |
| Reimbursable Expenses | NTE | \$ 4,600 |
| Total Fee | | \$ 113,435 |

V. SCHEDULE

Schedule shall be concurrent with construction phase, covering a 9 month, 270 calendar day (195 work day) period of construction.

|  Price Proposal | | Labor Plan | | | | | | | | | |
|--|-------------|------------------------|-----------------------------------|----------------------------|------------------------------|--|--------------------------------------|----------------------------------|----------------|--------------|----------------------------|
| | | 6 Resource | | | | | | Task Pricing Totals | 113,435 | | |
| Royal Harbor Water System Improvements Submitted to: City of Naples (Attn: Justin Frederiksen) Contract Type: T&M | Bill Rate > | 200.00 | 115.00 | 90.00 | 90.00 | 100.00 | 75.00 | Specify Add'l Fees on Setup | 0 | | |
| | Proj Area > | | | | | | | Technology Use Fee | | | |
| | | | | | | | Total Price | 113,435 | | | |
| | | | | | | | Pricing by Resource | | | | |
| Project Phases / Tasks | | Total Labor Hrs | Sr Project Manager (Danny Nelson) | Engineer 2 (Brett Messner) | Engineer 1 (Tyler Wainright) | Sr Project Administrator (Susan Hayse) | Sr CAD Designer 1 (Russell Matthews) | Construction Project Rep 1 (TBD) | Labor | ODCs | Task Pricing Totals |
| | | 1,275 | 26 | 93 | 264 | 52 | 60 | 780 | 108,835 | 4,600 | 113,435 |
| A. Construction Administration | | 495 | 26 | 93 | 264 | 52 | 60 | - | 50,335 | - | 50,335 |
| Preconstruction Meeting | | 11 | 2 | 4 | 4 | 1 | | | 1,310 | | 1,310 |
| Monthly Progress Meetings (9) | | 66 | 2 | 16 | 40 | 8 | | | 6,560 | | 6,560 |
| Progress Site Visits (36) | | 118 | 2 | 20 | 96 | | | | 11,340 | | 11,340 |
| Shop Drawing Review (20 Anticipated) | | 60 | 4 | 8 | 40 | 8 | | | 6,040 | | 6,040 |
| Addressing Requests for Information (RFI) | | 52 | 4 | 8 | 20 | 12 | 8 | | 5,400 | | 5,400 |
| Change Order Assistance | | 42 | 2 | 8 | 16 | 8 | 8 | | 4,280 | | 4,280 |
| Applications for Payment | | 28 | 5 | 5 | 12 | 6 | | | 3,195 | | 3,195 |
| Substantial Completion Walkthrough/Punchlist | | 23 | 1 | 8 | 12 | 2 | | | 2,380 | | 2,380 |
| Final Completion Walkthrough | | 18 | 1 | 8 | 8 | 1 | | | 1,930 | | 1,930 |
| Contract Closeout Documentation Review | | 11 | 1 | 2 | 4 | 4 | | | 1,150 | | 1,150 |
| As-Built/Record Drawings | | 53 | 1 | 4 | 8 | | 40 | | 5,380 | | 5,380 |
| Project Regulatory Certification | | 13 | 1 | 2 | 4 | 2 | 4 | | 1,370 | | 1,370 |
| B. Resident Project Representation | | 780 | - | - | - | - | - | 780 | 58,500 | - | 58,500 |
| Part Time RPR Services | | 780 | | | | | | 780 | 58,500 | | 58,500 |
| Reimbursable Expenses | | - | - | - | - | - | - | - | - | 4,600 | 4,600 |
| Expenses | | - | | | | | | | | 4,600 | 4,600 |
| Totals | | 1,275 | 26 | 93 | 264 | 52 | 60 | 780 | 108,835 | 4,600 | 113,435 |