

**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 22nd day of **August, 2014** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **ERICKSON CONSULTING ENGINEERS, INCORPORATED**, a Florida Profit Corporation (the Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **August 21, 2013** (the "Original Agreement") (Reference Original Bid No. **RFP 13-045** and Original Clerk Tracking No. **13-00070**) for services associated with **Port Royal Canal Dredging Project – Construction Monitoring Services: First Amendment: Additional Time and Services** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant 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 **October 10, 2014** and a Project close-out time frame of 30-days for the provision of additional time the Consultant will have for the completion and close-out of the Project, **Port Royal Canal Dredging Project – Construction Monitoring Services:**
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$28,188.91** for said Project as indicated in **Exhibit A-1 Scope of Services and Basis of Compensation**, 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 Consultant 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

ERICKSON CONSULTING ENGINEERS, INC.

7201 Delaney Court

Sarasota, Florida 34240

Att: **Karyn M. Erickson**, President

FEI/EIN Number: 58-2631795 (FL)

Tanya M. Hasse
Witness (Signature)

Printed
Name: Tanya M. Hasse

By: Christin Perkinson
(Signature)

Printed
Name: Christin Perkinson

Title: Project Manager

Amendment to Professional Services Agreement



Erickson Consulting Engineers, Inc.
 7201 Delaine Court
 Sarasota, FL 34240
 (941) 373-6460

Project Name: Port Royal Canal Dredging Construction Monitoring Services

PO# 1300615-00

Date Prepared: August 11, 2014

Bill To: Mr. Gregg Strakaluse, P.E.
 Director of Streets & Stormwater, City of Naples
 295 Riverside Circle
 Naples, Florida 34102

Original Budget Total:	\$214,300.00
Total Changes to Budget:	\$28,188.91
Revised Contract Amount:	\$242,488.91
Amount Paid to Date:	\$194,741.00
Contract Amount Remaining:	\$47,747.91

Summary of Work Completed:

Task	Description	ORIGINAL BUDGET	CHANGES TO BUDGET	REVISED CONTRACT AMOUNT	LESS AMOUNT PREV. BILLED	AMOUNT REMAINING
1	PRE-CONSTRUCTION SERVICES					
1.1	Pre-Construction Conference with Contractor and Sub-Contractors	\$4,520	\$ -	\$ 4,520.00	\$ 4,520.00	\$ -
1.2	Pre-Construction Conference with Regulatory Agencies	\$3,800	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -
1.3	Review and Approve Shop Drawings and Contractor Work Plans	\$5,870	\$ -	\$ 5,870.00	\$ 5,870.00	\$ -
1.4	Pre-Construction Biological Survey	\$12,420	\$ -	\$ 12,420.00	\$ 12,420.00	\$ -
1.5	Construction Management Services (CMS) for Contractor Staging, Construction of Dewatering Basin and Pipeline Fusing	\$7,930	\$ -	\$ 7,930.00	\$ 7,930.00	\$ -
2	CONSTRUCTION OBSERVATION AND REPORTING SERVICES					
2.1	Site Representation and Construction Management Services (CMS)	\$95,910	\$ 15,927.50	\$ 111,837.50	\$ 95,910.00	\$ 15,927.50
2.2	Assess Completion Quantities, Analyze Contractor Periodic Invoices and Recommend Payment	\$4,720	\$ 5,083.92	\$ 9,803.92	\$ 4,720.00	\$ 5,083.92
2.3	Sediment Chemical Testing	\$2,420	\$ -	\$ 2,420.00	\$ 2,420.00	\$ -
3	ENGINEER OF RECORD SERVICES IN THE CONSTRUCTION PHASE					
3.1	Contractor/City Change Orders and Time Extensions	\$6,660	\$ 1,437.20	\$ 8,097.20	\$ 6,660.00	\$ 1,437.20
3.2	Interpretation of Contract Documents	\$9,900	\$ 2,287.90	\$ 12,187.90	\$ 9,900.00	\$ 2,287.90
3.3	Monthly Progress Reports to FDEP	\$6,670	\$ 1,010.76	\$ 7,680.76	\$ 6,670.00	\$ 1,010.76
3.4	Observe/Approve Critical Work Components	\$10,440	\$ 2,713.48	\$ 13,153.48	\$ 10,440.00	\$ 2,713.48
3.5	Progress Meetings with Contractor	\$14,120	\$ 1,097.15	\$ 15,217.15	\$ 14,120.00	\$ 1,097.15
4	POST-CONSTRUCTION SERVICES AND REPORTING					
4.1	Conduct Substantial Completion Inspection/Generate Punch List	\$5,020	\$ -	\$ 5,020.00	\$ -	\$ 5,020.00
4.2	Final Inspection and Release of Retainage Recommendation	\$2,270	\$ -	\$ 2,270.00	\$ -	\$ 2,270.00
4.3	Post-Construction Project Completion Report and Certification to FDEP and USACE	\$5,000	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
4.4	Post-Construction Project Completion Report and As-Built Certification to City	\$5,000	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
5	PUBLIC COMMUNITY RELATIONS					
5.1	Public Communications	\$4,630	\$ (1,156.00)	\$ 3,474.00	\$ 3,474.00	\$ -
5.2	Public/Website Progress Reports	\$7,000	\$ (213.00)	\$ 6,787.00	\$ 5,887.00	\$ 900.00
TOTAL		\$214,300.00	\$28,188.91	\$242,488.91	\$194,741.00	\$47,747.91

Major Assumptions:

- Substantial Completion 9/30/14, an extension of 19 weeks (47% increase).
- Number of days for ECE On-Site Inspection reduced to 8 site visits conducted between Aug 11 - Sept 30 (approx 1/week).
- Regular Construction Administration Continues 5 Days/Wk (approx 2-3 hours per week).
- An additional four contractor progress invoices will be required.
- Re-review and calculation of dredge quantities is required for five of the seven dredge areas due to failure of contractor to fulfill contract requirements with initial as-built survey provided.
- Two progress meetings between Aug 11 - Sept 30.
- Public Communications program will cease as of July 2014.
- Website updates will cease between July - September 2014, a final website update will be prepared in October.