

**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 January, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **MWH AMERICAS, INCORPORATED**, a California Corporation (the Consultant").

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated May 19, 2014 (the "Original Agreement") (Reference Original Bid No. RFQ 09-010 (010-09) and Original Clerk Tracking No. 14-00066 for services associated with Professional Engineering Services (**WWTP Wastewater Treatment Plant – Odor Control Design: First Amendment: Construction 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 **September 30, 2015** for the provision of additional time the Consultant will have for the completion and close out of the Project, (**WWTP) Waste Water Treatment – Odor Control Design and its Construction Services phase:**
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$15,200.00** for Construction Services related to the Project. **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 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. Raribosk
Patricia L. Raribosk, 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

CONSULTANT:

MWH Americas, Incorporated

Premier Executive Center, Office 105
5237 Summerlin Commons Boulevard
Fort Myers, Florida 33907

Att: **Matthew Travers**, E Business Unit Leader
FEI/EIN Number: 95-1878805 (CA)
A California Corporation

Giselle L. Rene
Witness (Signature)

Printed
Name: Giselle L. Rene

By: Matthew Travers
(Signature)

Printed
Name: Matthew Travers

Title: Vice President

Amendment to Professional Services Agreement



November 28, 2014

Mr. Justin Fredrickson, P.E.
Deputy Utilities Director
City of Naples
380 Riverside Circle
Naples, FL 34102

Re: City of Naples WRF Headworks Odor Control System – Construction Services

Dear Mr. Frederickson:

Attached is our scope of services to include our construction services and budget for the new odor control system to be installed at the WRF.

We look forward to the opportunity of working with the City on this important project. Should you have any questions or require additional information, please contact us.

Sincerely,

MWH Americas, Inc.

Ed Rectenwald, P.G.
Project Manager

cc: Hal Schmidt, P.E./MWH
Heath Wintz, P.E./MWH
Rahul Sawant, P.E./MWH

Attachments:
Scope of Services
Fee Schedule

SCOPE OF WORK

CITY OF NAPLES WATER RECLAMATION FACILITY HEADWORKS ODOR CONTROL SYSTEM CONSTRUCTION SERVICES

INTRODUCTION

The City of Naples water reclamation facility (WRF) has a permitted capacity of 10 million gallons per day (mgd) and operates an advanced waste treatment (AWT) facility to produce reclaimed water for irrigation. Although many of the treatment processes at the facility generate some degree of odor, the nature and intensity of the odors varies based upon the treatment process. Based on information collected by the City's staff, the most significant and offensive odors at this facility are generated at the headworks structure where gases are released from incoming raw sewage. The facility currently utilizes a chemical odor control system to treat odors from the headworks.

As part of work authorizations No. 1 and 2, MWH:

- Reviewed record drawings and odor log data to establish design criteria for a new odor control system to be located in the same location as the existing odor control system.
- Designed the recommended biological odor control system to replace the existing odor control facilities, and provided the necessary technical specifications and engineering drawings for the City to bid the project.
- Permitted the odor control system to replace the existing facility.

SCOPE

The following is the scope of work is to provide the construction administration services associated with the replacement of the biological odor control system with a new system at the Headworks for the WRF. The work associated with this work includes the review of alternate bid items, shop drawings, attendance at the necessary construction meetings as noted herein, and record drawings.

Task 1 – Project Management

A. Progress Meetings (Conference Call)

Progress meetings will be held at key milestones of the construction, rather than on a Monthly basis. MWH will provide updates of progress by email and phone call as necessary between these milestones. Meetings will be held with discipline engineers by phone.

B. Project Management

MWH will identify the level of work effort and assess the project needs; provide the City with monthly progress reports; manage internal staff; and prepare monthly invoices.

C. Quality Control

Review all work activities and project deliverables for conformance with quality control requirements and project standards. Monitor project activities for potential changes, anticipate changes whenever possible, and with the City's approval, modify project tasks and approach to keep the overall project within budget and on schedule.

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TASK 2 – CONSTRUCTION MANAGEMENT SERVICES

MWH shall provide the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. Standard of care, as applied to design professionals, will be defined as the ordinary and reasonable care required of what a reasonable and prudent professional would have done under the same or similar circumstances. MWH will provide services to establish that the work being performed by the Contractor is in conformance to the requirements of the Contract.

A. Construction Meetings

1. Pre-construction meeting – Prior to the beginning of construction activities, MWH will organize, schedule and oversee a pre-construction conference with the City, the Construction Inspector, the Contractor and the Subcontractors. The MWH project engineer will attend in person and the Project Engineer will attend by teleconference.
2. Construction inspection – MWH will conduct three trips to the site to observe the installation of the biological odor control equipment. One trip would be scheduled to periodically observe the progress of construction and inspect critical materials, installations or facilities. The remaining two meetings will be scheduled at substantial and final completion. A formal punchlist of incomplete work will be developed jointly with the City representatives after Substantial Completion and will be issued to the Contractor in accordance with the Contract Documents.

- B. Submittal Review: MWH will establish and maintain a system for the review of submittals by the Contractor (i.e., samples, schedules, and shop drawings) for conformance to the design concept of the project and for compliance with the Contract Documents; and will assemble written guarantees and operating manuals required of the Contractor. The submittal review systems will be structured and managed to provide timely review and response to the Contractor's submittals. MWH will review and return submittals shown in appendix A below within the calendar days set forth in the Contract Documents for the project.

C. Requests for Interpretation (RFIs) and Requests for Alternates (RFAs)

RFIs and RFAs from the Contractor will be logged by MWH, and will be responsible for the preparation and response to the RFIs and RFAs. The goal for responding to RFIs and RFAs is 3-business days with a maximum of 7-business days. Should MWH require time beyond 7-business days to prepare a response, MWH will provide to the City a memorandum detailing the issues, actions required to develop a response, and time estimate for response submittal. MWH will issue clarifications to the Contractor as required to clarify discrepancies in the Contract Documents; and will keep a log showing the receipt and response date of each RFI or RFA. MWH assumes that 3 RFIs or RFAs will be provided in this scope.

D. Change Order Requests and Work Directives

MWH will review and analyze no more than 3 Change Order Requests, whether initiated by the City, or the Contractor, and will initiate Change Order Requests only after review and acceptance by the City. MWH's review and analysis of Change Order Requests will include scope and pricing information submitted by the Contractor as part of the request, a field review and discussions with the Contractor and City regarding the request.

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F. Startup Services and Consultation

MWH will assist City staff with startup and performance testing of mechanical and process equipment in order to verify that equipment and systems performance, operational and acceptance field testing, and startup are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof. All startup and performance testing observations and records will be reported with appropriate details relative to the test procedures and startups. Performance test data will be collected and provided to the City and any performance or warranty guarantee holders. It is anticipated that the start-up and testing will be performed at substantial completion. Startup will be attended in person by the Engineer of Record and the MWH Project Engineer

G. Final Certification and Record Drawings

MWH will provide final certifications to certify construction completion with the various permitting agencies and the City. Certifications forms, record drawings and other information will be submitted as required.

Upon completion of construction, MWH will utilize the record drawings developed by the Contractor to produce an end-of project set of Record Drawings for the City. MWH will revise the contract drawings to show as-constructed conditions according to information furnished by the Contractor and will furnish one electronic copy (in AutoCAD and pdf formats for half size and full size drawings) and five original sets to the City.

DELIVERABLES:

The following deliverables will be provided with each of the CITYs project:

- A. Project record documents (e.g., 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, Engineer's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals received from and delivered to Contractor, RPR daily logs, etc.).
- B. Maintenance and operating instructions, schedules, and guarantees for the equipment.
- C. Five (5) copies of the draft and final O&M Manuals.
- D. Five (5) sets of Record Drawings, one electronic copy with all drawings stored in PDF (half size and full size), and AutoCAD formats.

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ASSUMPTIONS

- A. It is assumed that the start-up and performance testing will be performed at the Substantial Completion inspection date. If a separate date is required, MWH shall be compensated appropriately for the additional site visit.
- B. Special design services (e.g., design analysis, design, and preparation of plans, details, and specifications, etc.) required for a Contractor or City requested change orders or substitutions are not included in this scope of services. Should special design services be requested by the City, MWH reserves the right to negotiate additional Engineering services fees.

COMPENSATION

MWH’s compensation for labor and expenses will be on a time and materials basis for a not to exceed amount of \$15,200.00, and summarized in Table 1. The work defined in this scope of services will be performed in accordance with the terms and conditions of the Agreement. Invoicing will be based on work accomplished in the prior month and submitted on a percent complete basis along with substantiating data to permit evaluation of work performed.

TABLE 1 – Proposed Fee		
Task	Description	Fee
1	Project Management	\$2,280.00
2	Construction Management Services	\$8,440.00
3	Certification	\$4,480.00
TOTAL		\$15,200.00

MWH will manage work hours between tasks, provided that the work assignment total fee is not exceeded and the designated (assigned) project personnel are not changed without prior approval of the City.

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Appendix A: List of Technical Submittals for Review

36000	Cast-in-Place Concrete
36000	Grouting
42200	Reinforced Concrete Block Masonry
55000	Miscellaneous Metalwork
99600	Protective Coatings
233116	FRP Ductwork and Accessories
260510	Electric Motors
206515	Industrial Control Panels
260519	Wire and Cabling
260526	Grounding
206533	Electrical Raceway Systems
417013	Biotrickling Filter
431052	Pipe Supports
431061	PVC Pressure Pipe
433018	Ball Valves

City of Naples																				
Headworks Odor Control System Construction Services																				
November 28, 2014																				
		Direct Labor	Senior Engineer	Professional	Inspector	Designer	Labor Hours	ODC	Total Dollars											
		Principal Project Manager																		
		\$	200.00	\$	145.00	\$	110.00	\$	100.00	\$	95.00									
Task 1	Project Management/Meetings/QA/QC																			
	Precon Meeting		0		1				5			6								\$ 645.00
	Project Management		2		1							3								\$ 545.00
	QA/QC		4		2							6								\$ 1,090.00
	Task 1 Subtotals		6		4		0		5		0	15								\$2,280.00
Task 2	Construction Management Services																			
	Construction Meetings				4		5					9								\$ 1,130.00
	Construction Inspection						16					16								\$ 250.00
	Submittal Review						18					30								\$ 3,720.00
	Respond to RFIs											8								\$ 1,160.00
	Change Orders and Work Directives						4					4								\$ 580.00
	Task 2 Subtotals		0		28		23		16		0	67								\$8,440.00
Task 3	Certification																			
	Startup Services						8		5			13								\$250.00
	Record Drawing Preparation						2		4			14								\$100.00
	Certification and Closeout		2		4							6								\$980.00
	Task 3 Subtotals		2		14		4		5		8	33								\$100.00
	PHASE I - TOTAL HOURS		8		46		27		26		8	115								
	PHASE I - TOTAL PRICE		\$1,600.00		\$6,670.00		\$2,970.00		\$2,600.00		\$760.00									\$100.00
																				\$15,200.00