

**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 **4<sup>th</sup> day of February, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **AMEC ENVIRONMENT & INFRASTRUCTURE, INCORPORATED** a Nevada Corporation (the Consultant").

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **November 20, 2013** (the "Original Agreement") (Reference Original Bid No. **RFP 13-059 (059-13)** and Original Clerk Tracking No. **13-00102** for services associated with **Lake Manor Restoration Project – Design, Engineering, Permitting Services and Outreach 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:

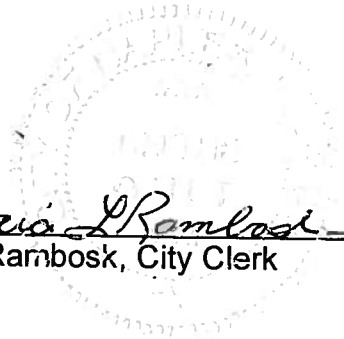
1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Three, Time" shall be amended to **March 31, 2016** for the provision of additional time the Consultant will have for the completion and close out of the Project, Lake Manor Restoration Project:
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$80,900.00** for Construction Engineering and Inspection Services as indicated in Exhibit A-1 Scope of Services and Basis of Compensation that 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. 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

**AMEC Environment & Infrastructure, Inc.**

404 SW 140<sup>th</sup> Terrace  
Newberry, Florida 32669-3000  
Att: **Mark C. Diblin**, Vice President  
FEI/EIN Number: 91-1641772 (NV)  
A Nevada Corporation

By: Mark C. Diblin  
(Signature)

Karen Grubel  
Witness (Signature)

Printed  
Name: Karen Grubel

Printed  
Name: Mark C. Diblin

Title: Vice President

Amendment to Professional Services Agreement



December 23, 2014

Andy Holland, P.E.  
Engineering Manager - Streets & Stormwater Department  
City of Naples, Florida  
295 Riverside Circle  
Naples, FL 34102

Re: **Request for Proposal Construction Engineering Inspection for Lake Manor Restoration Project, Naples, Florida**

Dear Mr. Holland:

AMEC Environment & Infrastructure, Inc. appreciates the opportunity to provide our proposal to the City of Naples for the Construction Engineering Inspection associated with the Lake Manor Restoration Project. The following documents are enclosed to provide clarification and justification for the aforementioned proposal:

- Attachment I – Scope of Work
- Attachment II – Schedule
- Attachment III – Cost

Please do not hesitate to contact us at (352) 332-3318 or e-mail Greg Corning at [greg.corning@amec.com](mailto:greg.corning@amec.com) or Charlene Stroehlen at [charlene.stroehlen@amec.com](mailto:charlene.stroehlen@amec.com) if you require additional information.

Sincerely,

**AMEC Environment & Infrastructure, Inc.**

A handwritten signature in black ink, appearing to read "Greg Corning".

Greg Corning, EI  
Technical Professional III - Engineer

A handwritten signature in black ink, appearing to read "Charlene Stroehlen".

Charlene Stroehlen, PE  
Senior Principal Engineer

**Correspondence:**  
AMEC  
404 SW 140<sup>th</sup> Terrace  
Newberry, Florida  
USA 32669-3000  
Tel + 1 352 332 3318  
Fax + 1 352 333 6622

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**Attachment I****Scope of Services  
Construction Engineering Inspection Services  
For Lake Manor Restoration Project****1. Project Description**

The project consists of the construction engineering inspection for the:

- 1) Dredging and dewatering of the Lake Manor Restoration Project;
- 2) Re-contouring re-shaping and planting of the Lake Manor embankment for increased littoral vegetation coverage, including plantings and natural recruitment; and
- 3) Creation of a pathway/trail along the south side of Lake Manor to include bench rest stops and educational platform.

**2. Work Objective**

The following tasks outline services required for 8 months of construction engineering inspection of the project. The scope of work includes (1) pre-construction meeting; (2) weekly construction site inspections (3) 8 monthly construction status meetings, and (4) review of RFI's, claims, change orders and request for more time, as-builts, shop drawings, SWPP, polymers, invoices, and preparation of a final construction punch list. Each phase of the Scope of Work is divided into subtasks, which provide further detail into specific work efforts to be performed and project deliverables.

**3. Scope of Work****1. Pre- Construction Meeting**

- 1.1. AMEC Foster Wheeler will prepare for the pre-construction meeting by reviewing contractor provided construction schedule, construction methodology, SWPP, maintenance of traffic plan and notifying public, and stakeholders identified by the City.
- 1.2. AMEC Foster Wheeler will prepare meeting minutes and provide to the City for approval.

**2. Weekly Construction Site Inspections**

- 2.1. AMEC Foster Wheeler will conduct weekly construction site inspections (approximately 34), which will include the following:
  - 2.1.1. Inspecting erosion and sediment control measures
  - 2.1.2. Inspecting construction progress versus the schedule
  - 2.1.3. Inspecting roadways for sediment transfer and ensuring the project area is free of trash and debris.
- 2.2. AMEC Foster Wheeler will coordinate with contractor to ensure the aforementioned weekly site inspection occurs at milestone activities when appropriate, which will include the following:
  - 2.2.1. Day 1 of construction to document the Dewatering and Dredging set up and ensure all erosion and sediment control systems are installed and operating properly.
  - 2.2.2. Review of As-Built for Completion of Dredging Zone 1
  - 2.2.3. Review of As-Built for Completion of Dredging Zone 2
  - 2.2.4. Review of As-Built for Completion of Dredging Zone 3
  - 2.2.5. Review of As-Built for Completion of Dredging Zone 4
  - 2.2.6. Review of As-Built for Completion of contouring Littoral Zones
  - 2.2.7. Review of vegetation prior to installation
  - 2.2.8. Completion of the Stormwater Modifications
  - 2.2.9. Invasive species removal inspection

#### 2.2.10. Completion of the trail and plantings

- 2.3. AMEC Foster Wheeler will prepare a summary email following each site inspection and provide to the City and Contractor to document status.
- 2.4. AMEC Foster Wheeler will prepare a site inspection report for each visit and provide to the City during the monthly status meetings for approval.

### 3. Monthly Construction Status Meetings

- 3.1. AMEC Foster Wheeler will attend 8 monthly construction status meetings with the City and Contractor, at the City of Naples – Streets and Stormwater office or onsite, as required. The meeting agenda will be as follows:
  - 3.1.1. Overview of the site inspection, challenges, and reports
  - 3.1.2. Overview of the construction schedule
  - 3.1.3. Q&A
- 3.2. AMEC Foster Wheeler will prepare meeting minutes and provide to the City.

### 4. Disposal Sampling and Reporting (if beneficial reuse is approved by City)

- 4.1. AMEC Foster Wheeler will perform the following FDEP approved sampling plan for the beneficial disposal/reuse of the Lake Manor Restoration Dredged Material.
  - 4.1.1. Four (4) background soil samples in accordance with relevant FDEP SOPs within the designated disposal/mixing location prior to disposal. The samples shall analyzed by NELAC-certified laboratory (in accordance with F.A.C. 62-160) for the following constituents:
    - PAHs (BaP equivalents)
    - Lead
    - Arsenic
  - 4.1.2. Four (4) soil samples in accordance with relevant FDEP SOPs within the same location, following disposal/mixing of the material with clean material. The samples shall analyzed by NELAC-certified laboratory (in accordance with F.A.C. 62-160) for the following constituents:
    - PAHs (BaP equivalents)
    - Lead
    - Arsenic
- 4.2. AMEC Foster Wheeler will prepare a technical memorandum and send to the City for review and approval, prior to sending to the FDEP for notification requirements.

### 5. Construction Documentation

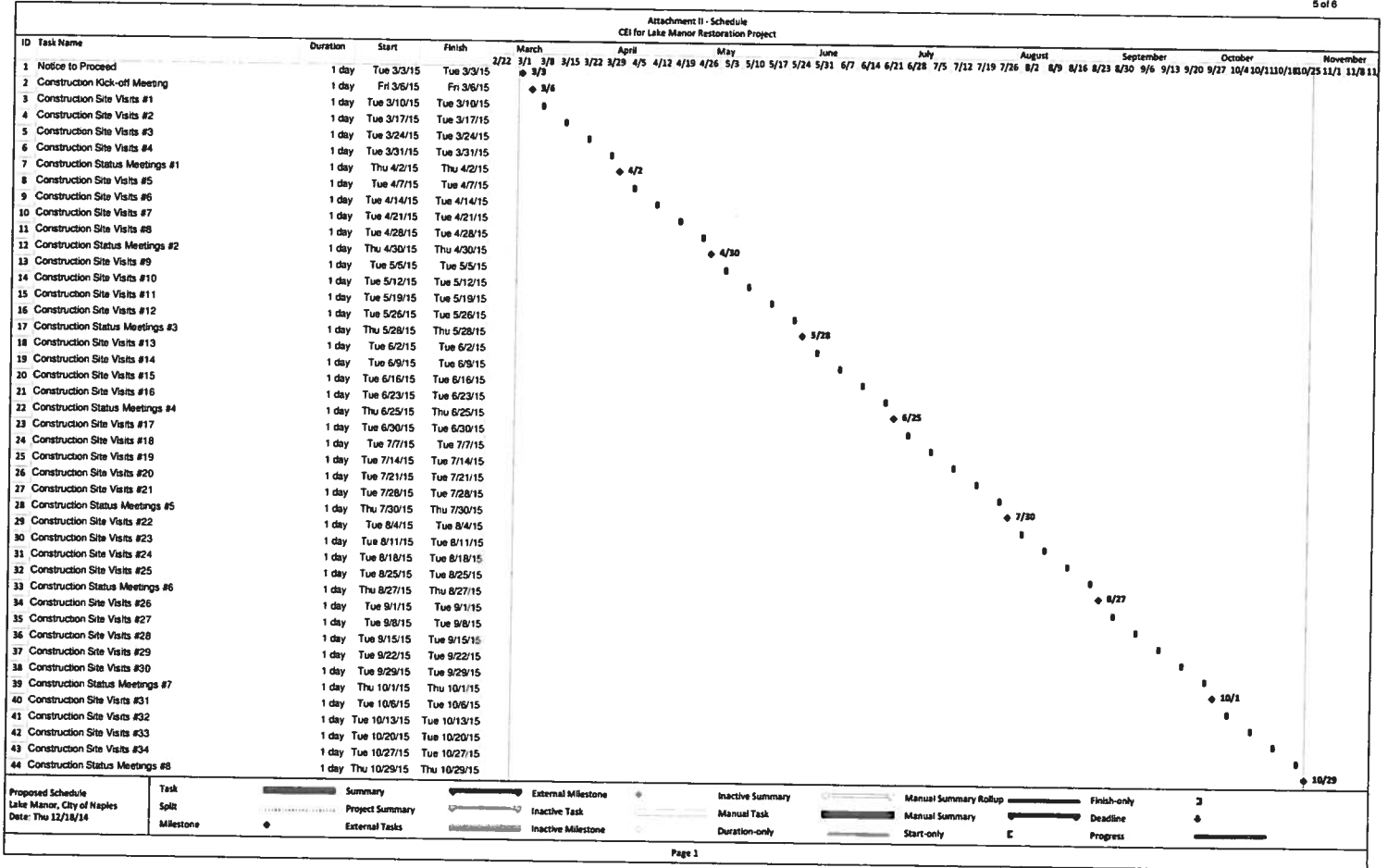
- 5.1. AMEC Foster Wheeler assist the City in reviewing and providing comments on the following construction documents:
  - 5.1.1. Contractor Invoices and associated as-built surveys
  - 5.1.2. Contractor RFI's
  - 5.1.3. Contractor Claims
  - 5.1.4. Contractor Change orders and request for more time
  - 5.1.5. Contractor provided shop drawings
  - 5.1.6. Contractor selected polymer
  - 5.1.7. Pre and Post Construction Survey's
  - 5.1.8. Punch list completion

**6. Performance Schedule**

The following tasks are proposed to be completed as depicted in the schedule below.

**7. Assumptions**

- 7.1.1. 8 month construction schedule
- 7.1.2. Permit Close out documents will be handled by the City
- 7.1.3. Review and approval of the sewer pipe structure will be handled by the City



AMEC Environment & Infrastructure, Inc.		City of Naples Date: 12/18/2014 Scope: Lake Manor Restoration Project Reference: CEI Services for the Lake Manor Restoration Project											
AMEC Labor Classifications		Pre Construction Meeting		Weekly Construction Site Inspections		Monthly Construction Status Meetings		Disposal Sampling and Reporting (if Beneficial Reuse is approved by City)		Construction Documentation		Total	
Hourly Contract Rate		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Senior Principal Engineer	\$167	8	\$1,336	24	\$4,008	64	\$10,688	8	\$1,336	8	\$1,336	112	\$18,704
Project Engineer/Scientist/GIS	\$90	12	\$1,080	272	\$24,480	64	\$5,760	24	\$2,160	32	\$2,880	404	\$36,360
Technical Writer/Document Processor	\$68	2	\$136	8	\$544	4	\$272	2	\$136	8	\$544	24	\$1,632
<b>LABOR SUBTOTAL</b>		<b>22</b>	<b>\$2,552</b>	<b>304</b>	<b>\$29,032</b>	<b>132</b>	<b>\$16,720</b>	<b>34</b>	<b>\$3,632</b>	<b>48</b>	<b>\$4,768</b>	<b>540</b>	<b>\$56,696</b>
II. Other Direct Costs and In-house Services, Includes color copies and posters for public meetings, travel and other direct expenses		Pre Construction Meeting		Weekly Construction Site Inspections		Monthly Construction Status Meetings		Disposal Sampling and Reporting (if Beneficial Reuse is approved by City)		Construction Documentation		Total	
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
Vehicle Rental	\$75.00	2	\$150	34	\$2,550	8	\$600	3	\$225	2	\$150	49	\$3,675
Meals	\$61.00	4	\$244	34	\$2,074	8	\$488	3	\$183	2	\$122	51	\$3,111
Gas (\$0.29/mile)	\$0.29	600	\$174	9,248	\$2,682	3,200	\$928	1,200	\$348	800	\$232	15048	\$4,364
Copies (black and white)	\$0.10		\$0		\$0		\$0		\$0		\$0	0	\$0
Copies (color)	\$0.80	60	\$48		\$0		\$0		\$0		\$0	60	\$48
24"x36" Plots	\$10.00	29	\$290		\$0		\$0		\$0		\$0	29	\$290
<b>Other Direct Costs and In-house Services Subtotal</b>			<b>\$906</b>		<b>\$7,306</b>		<b>\$2,016</b>		<b>\$756</b>		<b>\$504</b>	<b>15,237</b>	<b>\$11,488</b>
III. Subcontractors		Pre Construction Meeting		Weekly Construction Site Inspections		Monthly Construction Status Meetings		Disposal Sampling and Reporting (if Beneficial Reuse is approved by City)		Construction Documentation		Total	
		UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
CPH	\$1.00	1,200	\$1,200	3,980	\$3,980					5,620	\$5,620	10,800	\$10,800
Analytical Laboratory	\$95.00							8	760			8	\$760
<b>Subcontractor Subtotal</b>			<b>\$1,200</b>		<b>\$3,980</b>				<b>\$760</b>		<b>\$5,620</b>		<b>\$11,560</b>
G&A Subcontracted Items	10%		\$120		\$398				\$76		\$562		\$1,156
<b>SUBCONTRACTOR TOTAL</b>			<b>\$1,320</b>		<b>\$4,378</b>				<b>\$836</b>		<b>6,182</b>		<b>\$12,716</b>
<b>TOTAL BY TASK</b>			<b>\$4,778</b>		<b>\$40,718</b>		<b>\$18,736</b>		<b>\$5,224</b>		<b>\$11,448</b>		<b>\$80,900</b>