

**FOURTH AMENDMENT TO AGREEMENT
(PROFESSIONAL SERVICES - ENGINEERING)**

THIS FOURTH AMENDMENT (the "Fourth Amendment") to the Contract for Professional Engineering Services is made and entered into this **6th day, May 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **CH2M HILL ENGINEERS, INCORPORATED**, a Delaware Corporation (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **July 9, 2012** (the "Original Agreement") (Reference Original **RFQ 09-010 (010-09)** and Original **Resolution No. 09-12326** for services associated with **(WWTP) Waste Water Treatment Plant Radiator Installation Engineering and Design of Generator Radiators: Fourth Amendment: Extension of Time and Compensation for Additional Services** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Fourth Amendment so that the Consultant will be provided additional time and compensation for 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 of the Project with a 60-day Project close out time frame. Project: (WWTP) Waste Water Treatment Plant Radiator Installation Engineering and Design of Generator Radiators:
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$15,174.00** for said Project as indicated in **Attachment A-1 Scope of Services and Basis of Compensation**, attached and made a part of this Fourth Amendment.
4. The terms of this Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

5. This Fourth 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 Fourth 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

CONSULTANT:

CH2M Hill Engineers, Incorporated
5801 Pelican Bay Boulevard, Suite 505
Naples, Florida 34108
Att: **William D. Beddow**, Vice President

By: William D. Beddow
(Signature)

Printed Name: William D. Beddow

Title: Vice President

FEI/EIN Number: On File
A Delaware Corporation

Shannon Orlandini
Witness (Signature)

Printed Name: Shannon Orlandini

Naples WTP Radiator and Louver Installation Construction Engineering Services

PREPARED FOR: City of Naples

PREPARED BY: CH2M HILL

DATE: April 16, 2015

I. Background

The City of Naples Water Treatment Plant (WTP) is a 30-mgd conventional lime softening facility. The WTP's two 750 KW generators, which supply emergency backup power to the WTP, and two diesel high service pumps, which provide emergency backup high service pumping, utilize system water pressure and cooling jackets for cooling. To ensure reliability, the two generators need to be supplied with radiators.

CH2M HILL was contracted to coordinate with generator and pump manufacturers to identify radiator alternatives that can be installed within existing building space. Once suitable alternative designs were established by the manufacturers, CH2M HILL developed a package including drawings and specifications that was used in soliciting bids from general contractors.

This scope of services includes work by CH2M HILL to provide construction phase assistance to support the radiator and louver installation project.

II. Scope of Services

The following construction services will be provided by CH2M HILL during the construction of this project. The services include construction administration, submittal review, and periodic site visits, which are described in more detail below:

- One (1) CH2M HILL representative will attend the pre-construction meeting to be held at the Naples WTP.
- Provide technical interpretations of the Contract Documents, and evaluate requested deviations from the approved design or specification, and issue field orders as necessary. This scope and fee assumes a total of six (6) requests for information with a total assumed engineering effort of twenty four (28) hours.
- Review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. This review will be completed within 14 days of document delivery to CH2M HILL. This scope and fee assumes a total of six (6) submittals with a total assumed engineering effort of twenty (24) hours.

SCOPE OF SERVICES**CH2MHILL**

- Periodic site visits by the design engineers to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. This scope and fee assumes total of two (2) site visits by the construction inspector at the request of the OWNER over the expected one month construction period.
- Assist the City in negotiating with the Contractor the scope and cost of work for contract change orders. CH2M HILL will provide independent cost estimates and supporting documentation for all change orders. The change orders will be prepared by the CITY and submitted to the contractor. This scope and fee assumes a total of one (1) change order with a total assumed engineering effort of eight (12) hours.

Assumptions:

1. It is assumed that CH2M HILL will provide limited services during construction for a one (1)-month construction project. Should time extension(s) become necessary for completion of the project through no fault of CH2M HILL, the CITY and CH2M HILL shall meet to discuss the level of effort and any additional compensation that may be required.
2. The CITY will be responsible to provide full time on-site inspection during construction and start-up activities, prepare daily diaries and maintain document control for all construction documents. CH2M HILL will receive copies of these diaries weekly.
3. The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
4. CH2M HILL and CH2M HILL's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M HILL's own personnel.
5. The presence of CH2M HILL's personnel at a construction site is for the purpose of providing to CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M HILL neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SCOPE OF SERVICES

CH2MHILL

Obligations of City of Naples

- The CITY shall conduct daily on-site engineering inspection provide to CH2M HILL daily construction observation reports as needed for the ENGINEER to answer RFIs.

III. Budget and Basis of Compensation

Compensation for this Service Authorization will be paid on a time and material, not to exceed basis using the per diem rate schedule in Exhibit B of the CONTRACT. Total fee shall not exceed \$15,174. Estimated labor hours and expenses are shown below.

**Naples WTP Radiator and Louver Installation
SDC Hours Breakdown**

Per Diem Rate:

Clerical (PA Specifications)	Senior Engineer	Principal
\$62	\$157	\$206

Task A - Preliminary Evaluation

SubTask	Hours	Labor	Expense	Task Total			
Pre-Construction Meeting	6	\$850	\$0	\$850	2	2	2
RFIs	32	\$5,428	\$0	\$5,428	4	12	16
Submittal Review	28	\$4,800	\$0	\$4,800	4	8	16
Site Inspection	12	\$1,792	\$100	\$1,892	2	8	2
Change Order Support	14	\$2,204	\$0	\$2,204	2	8	4
Subtotal for Task A	92	\$15,074	\$100	\$15,174	14	38	40
Grand Total	92	\$15,074	\$100	\$15,174	14	38	40