

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

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Professional Engineering Services is made and entered into this 25<sup>th</sup> day, September 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 **August 22, 2014** (the "Original Agreement") (Reference Original **RFQ 09-010 (010-09)** and Original **Resolution No. 09-12325** for Services associated with **(WWTP) Waste Water Treatment Plant & Distribution System Evaluation: First Amendment: Article Three Extension of Time and Article Four Compensation for Additional Services** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First 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 **October 31, 2015** 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 & Distribution System Evaluation.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$3,296.00.00** for said Project as indicated in **Attachment 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

**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)

Shannon Orlandini  
Witness (Signature)

Printed  
Name: Shannon Orlandini

Printed  
Name: William D. Beddow

Title: Vice President

FEI/EIN Number: On File  
A Delaware Corporation

**SCOPE OF SERVICES****CH2MHILL**

# **WTP – Water Treatment Plant and Distribution System Evaluation – Budget Change Order**

**Bid/Proposal No.** RFQ 010-09  
**Resolution No.** 09-12325  
**Original Agreement Date:** August 22, 2014

## **I. Background**

During July 2014, laboratory analyses indicated that greater than 5% of the 174 bacteriological distribution samples collected by the City of Naples public drinking water system were found to be positive for Total coliform bacteria. Florida Administrative Code (F.A.C.), Rule 62-550.310 does not allow more than 5% of the samples to be Total coliform-positive, without violating, and exceeding the Maximum Contaminant Level (MCL) for microbiological contaminants for the month. All repeat distribution samples indicated the absence of coliform bacteria in the drinking water system.

For each Total coliform-positive bacteriological distribution sample that was collected by this water system during the month of July 2014, the water system collected three repeat samples. All repeat distribution samples indicated the absence of coliform bacteria in the drinking water. Even though the bacteriological MCL violation has now been resolved, this notice is still required to be distributed by the water provider to notify its customers/consumers that the violation occurred.

In the original Agreement and scope of services dated August 22, 2014, CH2M HILL evaluated the potential causes of the positive coliform samples measured in the distribution system including a survey of WTP disinfection practices, distribution system water quality, sampling and analytical practices, and bacteriological data. CH2M HILL made recommendations for action plans to mitigate issues and help prevent future issues.

## **II. Scope of Services**

During the evaluation, CH2M HILL provided additional support outside of the original scope of services including preparing a letter to FDEP to allow a change in distribution pH, analysis of potential sources of bacteriological contamination within the WTP, and general phone-based support over an 8-month period. The original budget was used to support these activities. This scope of services includes a budget change to support finalizing the final technical memorandum to incorporate new information that was determined during the course of the evaluation.

**SCOPE OF SERVICES**

**CH2MHILL**

**Assumptions:**

1. Draft deliverables will be submitted to the City in electronic Adobe PDF format for review and comment. Final deliverables will be submitted in electronic PDF format incorporating City comments.

**III. Budget and Basis of Compensation**

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

**Naples Distribution Evaluation TM  
Engineering Hours**

Task	Hours	Labor	Expense	Per Diem Rate:	
				Total	Principal
Finalize Distribution Evaluation TM	16	\$3,296	\$0	\$3,296	\$206.00
<b>Grand Total</b>	<b>16</b>	<b>\$3,296</b>	<b>\$0</b>	<b>\$3,296</b>	<b>16</b>

**IV. Schedule**

The overall schedule for this scope of services is anticipated to last a total of 2 weeks. CH2M HILL will prepare the final technical memorandum within 2 weeks of the notice to proceed.