

15-00188

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Professional Services is made and entered into this 23rd day of November 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **AECOM TECHNICAL SERVICES, INCORPORATED**, a California Corporation (the "Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement on **January 15, 2014** (Bid No. 004-13 and Clerk Tracking No. 14-00006 (the "Original Agreement") to furnish Professional Services related to **Public Works Pump Station Improvements: Construction Phase Services** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will provide 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 Section 3.1, Time" shall be amended for the provision of additional time by the Consultant with a completion date of March 31, 2016.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of \$37,644.00 for additional Construction Phase Services as indicated in Attachment A-1 with is attached and made a part of this Agreement.
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 Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

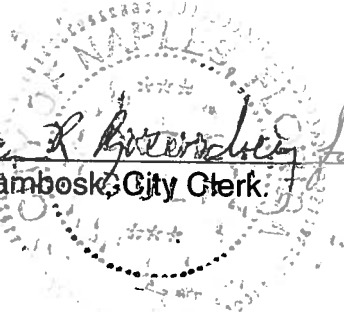
CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: Jessie R. Ramboski
Patricia L. Ramboski, City Clerk

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:

AECOM Technical Services, Inc.
4415 Metro Parkway, Suite 404
Fort Myers, FL 33916
Attention: Ronald Cavaliere, Project Manager
FEI/EIN Number: On File State (CA)

Dawn Jakielc
Witness (Signature)

By: R. Cavaliere
(Signature)

Printed Name: Dawn Jakielc

Printed Name: Ronald R. Cavaliere

Title: Principal Engineer

Amendment to agreement



AECOM
4415 Metro Parkway Ste. 404
Fort Myers, FL 33916
www.aecom.com

239-278-7996 tel
239-278-0913 fax

October 6, 2015

Mr. Andrew Holland, PE.
City of Naples, Streets and Stormwater Department
295 Riverside Circle
Naples, Florida 34102

**Subject: Public Works Stormwater Pumping Station Improvements
Additional Services**

Dear Mr. Holland:

Pursuant to our discussion, AECOM Technical Services, Inc. (AECOM) respectfully requests a change order to our engineering services contract to provide Construction Phase Services for the Public Works Stormwater Pump Station Improvements project. Our original contract is based upon the construction work reaching completion by early December 2014. Due to the on-going equipment issues at the the Public Works Pump Station, TLC Diversified, Inc. (TLC) has not yet reached substantial completion at this pump station. Consequently, AECOM's existing budget is insufficient to provide additional engineering services necessary for assisting the City in resolving these issues. We have done our best to manage the time spent on this project so that AECOM would not exceed the funding provided. However, in order for us to provide the additional engineering support through next December 2015 (anticipated final completion date) a change order is needed.

Attached for your review and approval are copies of the scope of services for the additional engineering and project budget. Should you have any questions or comments regarding the attached please feel free to contact me.

Very truly yours,
AECOM


Dawn Jakiela, P.E.
Project Manager

cc: Gregg Strakaluse, City of Naples
Ronald Cavalieri, AECOM

City of Naples
Public Works Pumping Station Improvements

Construction Phase Services
Additional Services
10/06/15

The scope of work for the additional services to be provided during construction will be completed under the following Tasks:

- Task 1: Construction Phase Basic Services
- Task 2: Construction Phase Project Representative (PR) Services

The scope of work for each of these tasks is described below:

Task 1: Construction Phase Basic Services

CONSULTANT will provide additional construction phase basic services. The additional construction phase basic services will include the following:

- **Shop Drawing Review:** CONSULTANT will receive, review, and process submittals from Contractor for the new intake structure design for Jockey Pump and associated field testing protocol for jockey pump. Also, should jockey pump replacement be required show drawings reviews associated with the jockey pump replacement shall be completed. Review is limited to conformance with the design concept of the project and compliance with the information given in the contract documents. Reviews will not extend to means, methods, techniques, sequences, or procedures of construction or safety program of the Contractor. The estimated fee and number of submittals for shop drawing review are presented in the Project Budget.
- **Supplemental Site Visits:** Visit the site of the proposed improvements periodically to observe the construction areas designated on the construction plans in cooperation with the OWNER's staff. Attend field testing of jockey pump. The Project Budget is based on 2 supplemental site visits and 2 days of field testing.
- **RFI Responses:** Prepare responses to Contractor's Requests-for-Information (RFIs). CONSULTANT will provide interpretations of the contract documents and will provide clarifications or explanations of the design intent and requirements. Prepare sketches as required to support responses to RFIs. The estimated fee and number of RFIs are presented in the Project Budget.
- **Consultation and advice:** Provide consultation and advice to the OWNER's Project Manager during remainder of construction period. It is anticipated that under this work task CONSULTANT will be preparing recommendations to OWNER on how to address contractor claims, scheduling issues, and how to conduct field testing. The estimated fee is based on a construction final completion date of December 30, 2015.
- **Review of Progress Payments:** Assist the OWNER with review of progress payments for duration of contract. Recommendations by the CONSULTANT to the OWNER for periodic construction progress payments to the Contractor will be based on the CONSULTANT's knowledge, information, and belief from selective observation and sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the

Consultant to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that the CONSULTANT has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work materials or equipment has passed to Owner free and clear of all liens, claims, security interests or encumbrances; or that there are not other matters at issue between Owner and Contractor that affect the amount that should be paid. After receipt and review of each application for payment from the Contractor, provide written notice to the OWNER recommending payment to the Contractor, or return the request to the Contractor providing written notice of CONSULTANT's reason for disapproval. The Project Budget is based on review of 1 progress payments (does not include Final Payment which is part of the task below).

- **Final Completion Walk Through:** CONSULTANT will perform a Final Completion walk through and develop final punch list in conjunction with OWNER's staff for newly installed equipment. CONSULTANT will assist OWNER with review and processing of the Final Payment Requisition.
- **Start - up Assistance:** CONSULTANT will provide startup assistance to coordinate with equipment manufacturers for training and startup services of newly installed equipment (VFDs and Jockey Pump) that will be provided by contractor to the OWNER's staff.
- **Review of O&M manuals/Record Drawings:** CONSULTANT will review Contractor prepared O&M manuals for newly installed equipment. The manual will be prepared in sufficient time to accommodate staff training to be done by equipment vendors prior to equipment startup. O&M Submittal log will be updated. Five copies of the draft manual are to be furnished for OWNER review. After addressing comments from the OWNER, five copies of the final manual and one electronic copy will be delivered to the OWNER on a CD. CONSULTANT will prepare Record Drawings for submission to OWNER.

Task 2: Construction Phase PR Services

CONSULTANT will provide a Project Representative (PR) who will visit the project site periodically to provide on-site observation of the work. Such visits and observations by CONSULTANT are not intended to be exhaustive, or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Consultant in this Agreement; but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. The CONSULTANT shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents. It is assumed that final completion will be reached by December 30, 2015. However, the Contractor will only be working approximately three weeks during this period to remove the existing VFDs and install the new VFDs and to field test the jockey pump and possibly remove and install a new jockey pump. CONSULTANT will provide up to 32 hours for observation of the work.

CONSULTANT understands that the OWNER will also provide on-site observation of the work in support of the PR who will act in support of the CONSULTANT's services on this project.

The PR and OWNER's representative will perform the following services:

- Review materials and workmanship of the Project and report to the OWNER any deviations from the Contract Documents that may come to the PR's attention; determine the acceptability of work and materials; and make recommendation to the OWNER to reject items not meeting the requirements of the Contract Documents.
- Recommend to the OWNER in writing that the work, or designated portions thereof, be stopped temporarily by OWNER if, in CONSULTANT's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work, which could not be readily replaced or restored to an acceptable condition. If the OWNER elects to stop the work, CONSULTANT will assist in determining whether or not the work is in general conformance with the requirements of the Contract Documents.
- Prepare daily construction observation reports in a format acceptable to the OWNER.
- Maintain field notes and field construction photographs.
- Maintain appropriate field records to document actual or potential disputes or claims, with respect to construction of the Project.
- Observe operations or performance testing and report findings to the OWNER.

Basis of Compensation

As consideration for providing the scope of work described above, OWNER agrees to pay and CONSULTANT agrees to accept a Not-to-exceed (NTE) fee of \$37,644. A detailed breakdown of the NTE fee is shown on the attached Project Budget. Payment will be on a time and material basis for work actually performed. Labor charges will be in accordance with the standard hourly rates presented in the Project Budget. Reimbursable expenses will be for actual expenditures in performance of the work. Fees and all other charges will be invoiced monthly as the work progresses, and the net amount shall be due at the time of billing. Monthly invoices shall contain a detailed summary of hours by personnel labor category and receipts for direct costs.

Certain assumptions have been made in developing the fee for services. To the extent possible, they are stated in this proposal. If changes to the work result in changes in the level of effort presented in this proposal the scope of services and fee budget will be revised by mutual agreement.

Project Budget

Public Works Pump Station
Construction Services

City of Naples
Streets and Stormwater Department

Dated October 6, 2015

Task Description	Personnel Hours										Budget				
	Principal II	Principal I	Project Manager II	Project Engineer III	Project Engineer II	Engineer III	Engineer IV	Cadd Technician	Admins. Asst. II	Total Hours	Labour	Other Direct Costs	Subcontractants	Total Non-Labor	Total
Task Group 1: Construction Phase Basic Services															
1. Periodic Site visits (2 supplemental visits and 2 days Field Testing of Jockey Pump)	6		20	20						46	\$ 8,290	\$ 300		\$ -	\$ -
2. Shop Drawing Review (Intake Structure, Test Protocol, Replacement Jockey)										0	\$ -			\$ 300	\$ -
Civil/Mechanical - 3 submittals			3	15						22	\$ 3,265			\$ -	\$ -
Electrical - 1 submittal			1	5						7	\$ 1,000			\$ -	\$ -
3. Prepare responses to Contractor RFIs										2	\$ 130			\$ -	\$ -
Civil/Mechanical - 3 RFIs			1	2						3	\$ 485			\$ -	\$ -
Electrical - 1 RFIs			1	2						3	\$ 485			\$ -	\$ -
4. Consultation and advice to the City's PM during construction										2	\$ 485			\$ -	\$ -
5. Review Progress Payments(1)	2	2	8	8	2					24	\$ 4,050			\$ -	\$ -
6. Start-up services (mechanical, electrical and I&C)										4	\$ 500			\$ -	\$ -
7. Record Drawings/O&M Manuals			8	8			R			29	\$ 4,181	\$ 500		\$ 500	\$ 4,681
8. Assist City with final completion walk throughs, final payment request			5	16						4	\$ 5938	\$ 200		\$ 200	\$ 6,138
			8	8			B			28	\$ 4,116	\$ 100		\$ 100	\$ 4,216
											\$ -			\$ -	\$ -
											\$ -			\$ -	\$ -
Subtotal Task Group 1	12	2	57	84	2		16	24	21	218	\$ 32,440	\$ 1,100	\$ -	\$ 1,100	\$ 33,540
Task Group 2: Construction Phase PR Services - Public Works Pump Station															
1. Part Time Resident Services - 32 hours										32	\$ 3,904	\$ 200		\$ 200	\$ 4,104
											\$ -			\$ -	\$ -
											\$ -			\$ -	\$ -
Subtotal Task Group 2										32	\$ 3,904	\$ -	\$ -	\$ 200	\$ 4,104
Total	12	2	57	84	2		16	24	21	250	\$ 36,344	\$ 1,100	\$ -	\$ 1,300	\$ 37,644

Amounts shown are tentative.

Personnel Category	\$/HR
Principal II	\$265.00
Principal I	\$220.00
Project Manager II	\$195.00
Project Engineer III	\$150.00
Project Engineer II	\$145.00
Engineer IV	\$122.00
Engineer III	\$110.00
Cadd Technician	\$87.00
Admins. Asst. II	\$55.00