FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT (the "First Amendment") to the Original Agreement is made and entered into this 6 day of May, 2009 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Gulfshore Engineering, Inc.** (the "Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Professional Engineering Services dated April 2, 2008, Resolution 08-12010 (the "Original Agreement") for services associated with Basin V Stormwater System Improvements ('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. The scope of services shall be amended in accordance with Exhibit "A" attached hereto and incorporated herein for the provision of additional services by the Consultant in an amount not-to-exceed \$324,971.00 to provide professional design, engineering, and permitting services for Basin V, Phase 3.
- 3. 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.
- 4. 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.

	<u>CITY:</u>
ATTEST:	CITY OF NAPLES, FLORIDA
By: Tara Norman, City Clerk	By:A. William Moss, City Manager
Approved as to form and legal sufficiency:	
By:	Gulfshore Engineering, Inc.
witness	By:
witness	Name:
Amendment to agreement	



SITE DEVELOPMENT - PLANNING - STORMWATER MANAGEMENT

2375 Tamiami Trail N., Suite 207, Naples, Florida, 34103 Phone: (239) 261-2290 Fax: (239) 261-6530

April 23, 2009

GEI Project No: 253

Mr. Ron Wallace, P.E. City of Naples / Engineering Manager 380 Riverside Circle Naples, Florida 34102

RE: RFQ #017-08

Engineering Services Basin V Improvements

Phase 3 ~ Design and Permitting.

Dear Mr. Wallace:

In response to the above referenced RFQ #017-08, **Gulfshore Engineering, Inc.**, hereinafter referred to as ENGINEER is pleased to submit the following proposal for engineering services to the City of Naples, hereinafter referred to as CITY.

Phase 3 addresses the final design, permitting and construction of all improvements proposed under Phase 2. The individual sub-projects outlined have been separated into various Task Groups, and phased in order to realistically meet the CITY timelines for construction.

The design and permitting costs are as per attached EXHIBIT 1: Compensation and Fees Schedule.

Also attached and referenced here are EXHIBIT 2 and EXHIBIT 3 which represent the **Project Schedule** for Task Group 1 and the **Basin V Work Phasing** respectively. The **Basin V Work Phasing** illustrates the various improvement work proposals and their location in Basin V.

PHASE 3

TASK GROUP DESIGN, PERMITTING & CONSTRUCTION

A. PROJECT OVERVIEW AND UNDERSTANDING

This Phase considers the Design and Permitting of Sub-projects identified in the Phase 2 Final Master Stormwater Design Report and also referenced here in the attached "Basin V Work Phasing Exhibit".

The **Scope of Work for Phase 3** includes Three (3) main Task Groups with implementation schedule and compensation contingent on CITY approval. These have been selected after consultation with the City and in order to best meet the aggressive timelines requested by City Staff.

Each identified Task Group will include a list of individual sub-projects which, for the purposes of construction, design, permitting or other reasons, are deemed to be compatible. The Task Group components have been selected from eighteen (18) identified Improvement Sub-Projects identified in the "Basin V Work Phasing Exhibit". The work done on each Task Group will be based on an agreed contract price and timetable. The three (3) Task Groups will include the following Sub-Projects:

Task Group 1

Includes Sub-Project ID No.'s: 3B, 4B, 8D, 9E, 13F, 16B, 17A & 18G.

Improvement No. 3B: Pipe improvements along 26th Ave. N. Improvement No. 4B: Pipe improvements along Diana Ave. Improvement No. 8D: Pipe improvements along 14th Ave. N. Improvement No. 9E: Pipe improvements along 12th Ave. N. Improvement No.13F: Pipe improvements along 8th Ave. N. Improvement No.16B: Add Culvert across 22nd Ave. N. @ Goodlette-Frank swale Improvement No.17A: Add Culvert and street drainage into 28th Ave. N. pond Improvement No.18G: Pipe and drainage at intersection of 7th Ave. N & 12th St. N.

Task Group 1 represents the best effort to balance achievable permitting goals and drainage priorities; projects which stand the best chance of getting permit approval so that construction work can commence without delay, consistent with the directions given by the CITY. Eight (8) sub-projects are included. This timeline will require accelerated production and design schedules for all the consultants involved if these goals are to be achieved.

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Task Group 2

Includes Sub-Project ID No.'s: 1A, 5B, 9E, 10E, 11F, 12F & 14G.

Improvement No. 1A: Lake Outfall to Goodlette-Frank swale @ 14th St. N. pond Improvement No. 5B: Lake Diana Connection & Pipe along Royal Palm Dr.

Improvement No. 9E: Pipe improvements along 12th Ave. N.

Improvement No.10E: Control Structure to Forest Lake & Pipes along 10th Ave. N.

Improvement No. 11F: Add new pipe along 10th Ave. N. Into Pond Improvement No. 12F: Pipe improvements to 13th St. N. Pond

Improvement No. 14G: Pipe and Weir improvements to 6th Ave. N. Pond

Task Group 3

Includes Sub-Project ID No.'s: 2A, 6D or 7D & 15G.

Improvement No. 2A: Lake Interconnect & Pipes along 28th Ave. N. and 12th St. N.

*Improvement No. 6D: Fleishman Park Lake & Lake Park Alternate Outfall

*Improvement No. 7D: Lake Park Outfall Pipe to Goodlette-Frank swale @ 15th Ave. N.

Improvement No.15G: Pipe improvements along 10th St. N.

Note:

*Task Group 3 work will include improvements 6D or 7D. The final selection and notice to proceed will be done after consultation and with direction from the CITY.

Work in **Phase 3** will undertaken on the basis of the general Scope of Work outlined in this contract. The following listed items briefly describe the proposed Scope of Work as well as important tasks and milestones to be met during the course of this process.

B. SCOPE OF WORK - DESIGN PHASE

1.0 MEETINGS AND COORDINATION

This task involves scheduled meetings with the CITY and other entities necessary as part of the proper performance of the job.

1.1 The ENGINEER will attend scheduled meetings with the CITY on a periodic basis in order to resolve outstanding issues, to provide progress reports and to review any pending submittals at the 30%, 60% and 90% design phase. Due to the accelerated schedule of Task Group 1, the design timeline will be compressed and submittal will be limited to the 90% phase. As a general rule,

- monthly meetings are anticipated, other communications will be handled in the normal manner via telephone and e-mail.
- 1.2 The ENGINEER will attend public meetings and make presentations to the CITY and the general public from time to time in order to advance the aims of the project. Attendance at two (2) meetings and one (1) workshop are planned during implementation of each Task Group. Additional meetings will be called as required.
 - The ENGINEER will coordinate and attend meetings with the CITY and other project managers, consultants and entities having operational control of ongoing projects adjacent to Basin V. This will include representatives of Big Cypress Basin (BCB), Collier County and the Conservancy. Coordination is an important aspect of this task and one which aims to prevent duplication of efforts.
- 1.3 As necessary, the ENGINEER will attend meetings with permitting agencies including the South Florida Water Management District SFWMD, BCB, USACOE, FDEP, Collier County ROW. These meetings will present the broad outlines of this project to the regulatory agencies and allow an informal exchange and preliminary input into the upcoming design and refine the strategy of the ERP permitting and construction process.

2.0 DESIGN SERVICES

These items will outline the major tasks which will be required for the design phase of this project.

- 2.1 Assessment of Existing Conditions.
 - 2.1.1 Subsurface Utility and Drainage Data Collection and Acquisition:
 - The ENGINEER will attempt to acquire as complete a picture as
 possible of subsurface utilities and drainage lines in the areas
 affected by prospective improvements. This information will be
 needed to supplement data acquired under Phase 2. This task will
 involve research into as-bilt information provided by the City, surveys
 as well as actual field observations.
 - 2.1.2 Survey and Topographic Data Acquisition:

The ENGINEER will acquire additional survey and topographic data, necessary to complete the project design.

- Benchmark information based on 1929 NAVD datum.
- Identification of all relevant right of ways, property lines, easement lines, drainage structures, culverts, manholes, sidewalks and major

landscaping features within the limits of construction. As may be required by the modeling or to advance certain alternatives, this task will also include an inventory of utilities both above and below ground, necessary to achieve the level of confidence in proper design.

 Wherever necessary, ground penetrating radar technology will be used to help identify and locate utilities and eliminate potential conflicts during construction.

2.1.3 Geotechnical Reports:

If the ENGINEER determines that some potentially significant or damaging subsurface conditions exist, additional geotechnical information may be sought. The major issue in this regard will be related to the depth of any proposed culverts and the potential conflict with any existing cap-rock layer. Only non-destructive methods of rock removal will be possible within the limits of this job. Geotechnical report information may also be sought if verification of the underlying soil conditions is required by the ERP. In particular, this information may be used to validate the efficiency and infiltration potential of retention ponds and swales, as required by the permitting agencies.

2.2 Environmental Resource Permitting

The ENGINEER will establish and maintain a working relationship with the permitting agencies in order to advance the aims of the project. This will be initiated with pre-application meetings at the SFWMD, BCB and USACOE. It is expected that the feedback from these agencies will be useful in formulating an effective permitting strategy and give direction to the process. The understanding from these meetings will allow better assessment of how many and what type of permits will be required.

2.2.1 Environmental Resource Permit (ERP) Applications.

The ENGINEER will prepare and submit permit applications to the agencies on behalf of the CITY. This task will include filling-in the appropriate forms, generating the required engineering plans, exhibits and supporting documents required for submittal. Any improvements which encumber Collier County lands will likewise require Collier County approvals for permitting. The CITY will facilitate and mediate as required, by obtaining the proper inter-governmental agreements necessary to minimize these constraints and allow permitting to proceed. *Task Group*

1 will proceed according to an accelerated schedule which will require high priority from GEI and all consultants. The response timelines to RAI's will be compressed and submittals will be accelerated.

2.2.2 Response to Requests for Additional Information (RAI's) from Agencies.

It is anticipated this project will require Environmental Resource Permits of varying complexity. Typical permit ERP applications can be expected to require a minimum of three (3) requests for additional information [RAI]. The ENGINEER expects that a pro-active approach and the comprehensive and complete nature of responses to these requests will reduce these to a minimum. At this time, the exact nature and concerns of the agencies is difficult to predict and as a result additional RAI's may be possible. Please note that turn around time for SFWMD responses is held to 30 calendar days by Florida statute. **Task Group 1** will proceed according to an accelerated schedule which will require highest priority from GEI and all sub-consultants. The response timelines to RAI's will be compressed and submittals will be accelerated with the goal of completing the permitting process in as short a time as realistically possible.

Ultimately, the CITY understands that the ENGINEER has no control over permit approval timelines.

2.2.3 Construction Completion Certification.

This task involves the required Legal process of transferring the Environmental Resource Permit from a Construction Authorization Phase to Maintenance and Operation status. The ENGINEER will certify that the surface water management system was built in accordance with permitted plans and will complete and file appropriate forms, plans and exhibits with the SFWMD. The ENGINEER will review record drawings provided by the contractor for accuracy.

2.3 Engineering and Construction Plans

2.3.1 Civil Design Plans (90%)

The ENGINEER will develop design plans (scale 1" = 20') and specification in the form of incorporated notes and details for the management of drainage directly associated with the proposed improvements. These plans will be submitted for review at the sixty percent (60%) and ninety percent (90%) design stage.

Due to the accelerated schedule of **Task Group 1**, this design timeline will be compressed and City review submittal will be limited to the 90% phase. In order to proceed with construction in the shortest possible timeframe, bidding contractors will be invited into the process with plans at 90% completion. Bidding will be phased and designed to allow bidders the opportunity to evaluate the trunk lines and main elements of the proposed improvements prior to 100% design plans. Final plans will be released once ERP approval is secured.

The content of plan sets will vary according to the complexity of proposed improvements and completion stage, however at final preconstruction hundred percent (100%) stage, plan sheets for proposed improvement projects will include the following information:

- Cover Sheet with Legend and Abbreviations
- Typical Sections
- General Notes
- Site Plan Layout
- Plan and Profiles
- Cross Sections
- Drainage Details
- Construction Detail Sheets
- Erosion Control Detail Sheets
- · Existing Conditions Survey Sheet

2.3.2 Utility Conflict Adjustment Plans

The ENGINEER will prepare Utility Adjustment Plans using the roadway base mapping and information from the affected utility companies as part of the final submittal. The CITY will provide all available Utility Drawings and as-bilt's within the project limits.

2.3.3 Final Plans (100%) and Specifications

The ENGINEER will provide (3) sets of plans and design documentation for CITY review at the completion stage. Review sets and final bid plans will be on 11x17-inch sheets, the package will include:

- Compact discs containing PDF and AutoCAD versions of all documents listed in item 2.4.1 and 2.4.2.
- Electronic copies of survey field notes and a list of horizontal and vertical control points utilized to complete the survey.

- Survey will be provided utilizing State Plane Coordinate System, Florida East Coast Projection, NGVD 1929.
- The ENGINEER will prepare the Technical Specifications, Special Provisions and Bid Proposal forms for the project. The CITY will complete the remainder of the Contract Documents and incorporate the items furnished by the ENGINEER.

2.4 Construction Cost Estimate

2.4.1 Engineers Opinion of Probable Cost

The ENGINEER will prepare a probable construction cost estimate. Quantity takeoffs and cost estimates will be prepared for the final submittal. Quantities will be calculated electronically. The cost estimate will be prepared in a spreadsheet format using Microsoft Excel.

2.5 Right of Way Permits

2.5.1 Collier County ROW permit Application

This is not an anticipated requirement for the proposed tasks. If required it will be done as an addendum to contract. For any work in the Collier County right of way, the ENGINEER will prepare and submit a permit application to Collier County Transportation for permission to construct improvements within the County right-of-way. The CITY will not require this permit for work within CITY owned right of ways.

C. SCOPE OF WORK-CONSTRUCTION PHASE

3.0 PRE-CONSTRUCTION SERVICES

These items will outline the major tasks offered by the ENGINEER in the preconstruction phase of this project.

3.1 Construction Documents / Bidding

3.1.1 Pre-Bid Meetings

The ENGINEER will attend one (1) pre-bid meeting. This task also includes bid evaluation and recommendation for contract award.

Due to the accelerated schedule of **Task Group 1**, this design timeline will be compressed and in order to proceed with construction in the shortest possible timeframe, bidding contractors will be invited into the process with plans at 90% completion.

3.1.2 Addendum Documents / Response to Bidder Comments

The ENGINEER will prepare any necessary addendum documents. This task will include drafting appropriate responses to Bidder questions and coordinating with City Staff to ensure contract questions are properly addressed.

4.0 CONSTRUCTION CO-ORDINATION SERVICES

Construction coordination and supervision services will not be part of this contract.

D. SCOPE OF WORK - RESPONSIBILITIES OF THE CITY

5.0 CITY'S RESPONSIBILITIES

In order to accomplish the tasks previously outlined, the ENGINEER understands that the CITY will provide certain items:

- **5.1** Provide timely reviews of design submittals.
- 5.2 Sign all permit applications and pay all applicable permitting fees.
- 5.3 Coordinate with Collier County with respect to agreements covering any portions of the proposed Basin V system to be constructed over County lands, or within County jurisdiction.
- 5.4 Furnish front-end documents and assemble final contract documents.
- 5.5 Coordinate field observation meetings and project/invoice reviews.

- **5.6** Acquire right-of-way and easements, including construction easements, as required.
- 5.7 Obtain specific written permission from property owners or the authorized representatives for surveying and soils tests and other engineering tasks to be conducted on private property, as necessary.

E. <u>DELIVERABLES SCHEDULE</u>

6.0 SCHEDULE OF COMPLETION

All deliverables will be provided in accordance with the attached Project Schedule.

All work undertaken by the ENGINEER in this contract phase will be contingent on receiving a Notice to Proceed from the CITY. Sub-Projects included in this phase will be addressed according to the schedule outlined below. Changes to this schedule will be decided by mutual agreement between the CITY and the ENGINEER.

6.1 The ENGINEER shall commence items 1.0 through 2.0 upon notice to proceed.

6.2 Task Group 1

Includes Sub-Project ID No.'s: 3B, 4B, 8D, 9E, 13F, 16B, 17A & 18G

ENGINEER will complete the Design plans and prepare the ERP documentation for submittal.

Main Target dates include:

- Completion of design plans sufficient for ERP submittal at 30 days after Notice to Proceed (NTP), to be followed by;
- 90% Construction level plans and Bidding Documents for initial bidding phase 90 days hence.

6.3 Task Group 2

Includes Sub-Project ID No.'s: 1A, 5B, 9E, 10E, 11F, 12F & 14G.

ENGINEER will only proceed on Task Group 2 after City approval and upon a mutually agreed timetable with the City.

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6.4 Task Group 3

Includes Sub-Project ID No.'s: 2A, 6D or 7D & 15G.

ENGINEER will only proceed on Task Group 3 after City approval and upon a mutually agreed timetable with the City.

F. ENGINEER'S COMPENSATION

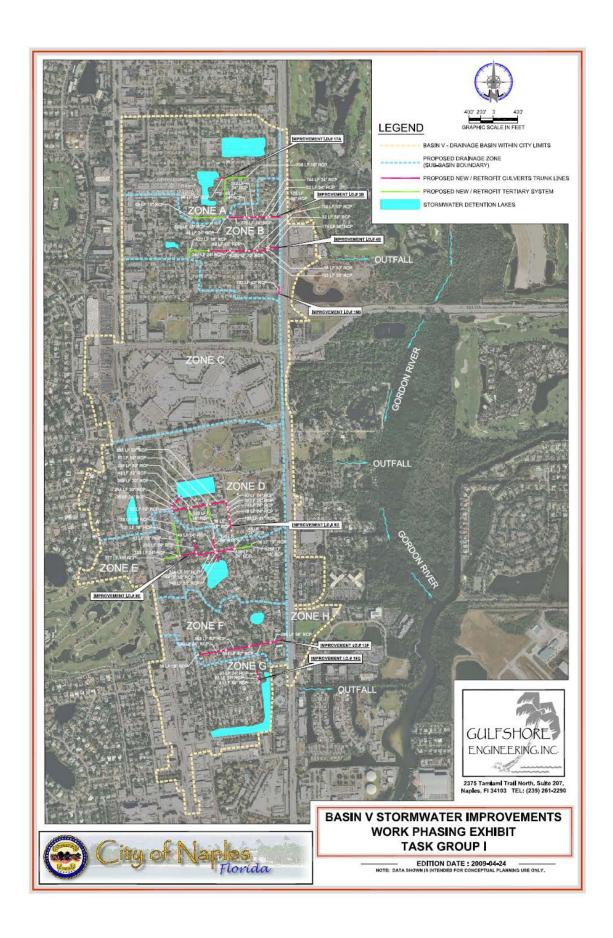
7.0 COMPENSATION and FEES SCHEDULE

All deliverables will be provided in accordance with the attached Compensation & Fees Schedule.

GULFSHORE ENGINEERING, INC.									
Sill manne	CITY OF NAPLES RFQ #017- 08								
711 00000000	Basin V Stormwater Improvements Contract Rates								
PN : 253	FIRM PRINCIPAL	PROJECT MGR	SENIOR ENGINEER (PE)	ENV. PERMITTING SPECIALIST	LANDSCAPE ARCHITECT/ FIRM PRINCIPAL	DESIGN ENGINEER	LEAD DESIGN TECH	DRAFTING TECH	ADMINISTRATIVE ASSISTANT/ SECRETARY
Basin V Stormwater Improvements Contract Rates	\$165.00	\$135.00	\$145.00	\$120.00	\$135.00	\$104.00	\$75.00	\$65.00	\$50.00

Revised 7/8/03

14



Compensation and Fees Schedule

ב כ	GULFSHORE											
ENG	ENGINEERING, INC.											
PN: 253	lssue Date: 04-23-09	PHASE 3			CITY OF NAPLES KFQ #017-08 ~	LES RFQ#		ONIKACI	CONTRACT No. 08-12010			
	TASK GROUP 1	FIRM	PROJECT	SENIOR	ENV. PERMITTING SPECIALIST	DESIGN	LEAD DESIGN TECH	DRAFTING	ADMINISTRATIVE ASSISTANT/ SECRETARY	BUDGET ITEM TASK	TOTAL	LABOR
Ba	Basin V Stormwater Improvements Contract Rates	\$165.00	\$135.00	\$145.00	\$120.00	\$104.00	\$75.00	\$65.00	\$50.00		I	
Task 1.0	Meetings and Coordination											
	 Scheduled Project Meetings Public Workshops, Mtgs w/adj. stakeholders, Coord. 	n &	12	ω	9	4	00		ထေ		23	\$2,515.00
	1.3 Meetings with Regulatory Agencies	4	4	60	9				4		28	\$3,280.00
	Task Total Labor Hours Task Total Labor \$	15	32	16	12	\$416.00	8	0 80.00	\$1,000.00		107	\$12 571 00
	Task 1.0 Total Fee	\$2,475.00	\$4,320.00	\$2,320.00	\$1,440.00	\$416.00	\$600.00	\$0.00	\$1,000.00	\$0.00		\$12,571.00
Task 2.0	Design Services											
2.1	2.1.1 Sub-surface Utility Data Collection & Acquisition			32	80	24					64	\$8,096.00
2.2	2.1.2 Survey and Topo (Expedited schedule) 2.1.3 Geofechnical Reports									\$63,000		\$63,000.00
2.2	2.2.1 ERP Application & Submittal (Expedited Schedule)	80	00	120	32	120	08		33	\$5,000	400	\$5,000.00
2.2	2.2.2 Response to RAI's	60	8	120	24	120	80		24		384	\$42,360,00
2.0	2.2.3 Project Construction-Completion Certification			00 1		16	32	16			72	\$6,264.00
2.3	2.3.2 Utility / Conflict Adjustments		12	3/6		232	232	120	00		788	\$77,948.00
2.3	2.3.3 Engineering - Final Plans (100%) & Technical Specs.	4	24	48	80	8 2	80	40	46		334	\$29,360.00
	Task Total Labor Hours	20	72	536	72	969	604	256	110		2366	
	I ask Total Labor \$	93,300,00	98,720,00	\$77,720.00	\$8,640.00	\$72,384.00	\$45,300,00	\$16,640.00	\$5,500,00		İ	\$307,204.00
	Task 2.0 Total Fee	\$3,300.00	\$9,720.00	\$77,720.00	\$8,640.00	\$72,384.00	\$45,300.00	\$16,640.00	\$5,500.00	\$68,000.00		\$307,204.00
Task 3.0	0 Pre-Construction Services											
3.1	3.1.2 Addendum to Bids / respond to Bidder comments		9 Z	10		4			12		38	\$4,086.00
	Task Total Labor Hours Task Total Labor \$	\$0.00	18	10	\$0.00	\$416.00	\$0.00	\$0.00	18		90	\$5,196.00
	Task 3.0 Total Fee	\$0.00	\$2,430.00	\$1,450.00	\$0.00	\$416.00	\$0.00	\$0.00	\$900.00	\$0.00		\$5,196.00
	TOTAL LABOR HRS TOTAL LABOR \$	35	122	562 \$81,490.00	\$4	704	612	256	148		2523	\$324 971 00
	TOTAL GELCOST	\$5 775 00 \$16 470 00 \$81 490 00	116 470 00	684 490 00	640 000 00	000000						

CITY OF NAPLES RFQ #017- 08 ENGINEERING SERVICES BASIN V IMPROVEMENTS

GEI PN: 253

PROJECT SCHEDULE PHASE 3 - Task Group 1

Task Groups ~ Final Sub-project Design & Permitting

Tack Groupe Time Gas project Books a Community						
	DELIVERABLES	TARGET DELIVERY DATES Task Group 1				
1.0	MEETINGS AND COORDINATION					
1.1	Scheduled Meetings	Throughout Design & Preconstruction				
1.2	Public Meetings	Timeline: 5/09 ~ 9/09				
1.3	Coordination Meetings with adjacent Projects					
1.4	Meetings with Agencies					
2.0	DESIGN SERVICES					
	Assessment of Existing Conditions	O offer NTD				
	Survey and Topographic Data Acquisition	2 weeks after NTP				
	Geotechnical Reports	TBD				
	Environmental Resource Permitting	Target ERP Submittal Dates				
	Environmental Resource Applications	30 days after NTP				
	Response to Agency RAI's	21 days after receipt of RAI				
2.2.3	Construction Completion Certification	anticipated completion 6 /2011				
2.3	Engineering and Construction Plans	Target Const. Package Delivery Dates				
2.3.1	Design Plans & Technical Specifications - 90% Submittal	90 days after NTP				
2.3.2	Utility Adjustment Plans					
2.3.3	Final Plans -100% Submittal	10 days after ERP Approval				
2.4	Construction Cost Estimate					
2.4.1	Engineers Opinion of Probable Cost	at 90% submittal				
3.0	PRE-CONSTRUCTION SERVICES					
3.1	Construction Documents/Bidding					
	Pre-Bid Meetings	To be Set by City (after 90% Submittal)				
	Addendum to Bids/ respond to Bidder Comments	The state of the s				
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EXHIBIT 2