

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to Agreement is made and entered into this _____ **day of June, 2011** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Atkins North America, Inc., formerly known as** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish professional services dated **1st day of November, 2006 (Resolution 06-11413)** (the “Original Agreement”) **for Professional Design, Engineering and Permitting Services associated with the dredging of the canals within the East Naples Bay Special Taxing District** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor 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 Five, Compensation” shall be amended for the provision of additional fees by the Contractor **in the amount not-to-exceed \$363,750.00 to provide construction engineering and inspection services related to the dredging of canals within the East Naples Bay Special Taxing District.**
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second 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 Second 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: _____
Tara Norman, City Clerk

By: _____
A William Moss, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Atkins North America, Inc.

witness

By: _____

Name: _____

Title: _____

SCOPE-OF-WORK

PHASE II

Construction Engineering & Inspection Services for the Dredging of East Naples Bay

Task 1. Construction Contract Services

Under this work assignment, Atkins (formerly PBS&J) will provide the following services for the East Naples Bay Dredge Project as designed and permitted:

- a. Full time on-site owner's representative and permit compliance services
- b. Contract administrative services during construction
- c. Project layout and bathymetric surveys

This task will be a direct extension of work completed to date (Phase I) on permitting, design, bid document terms and conditions, and FDEP/USACE documentation.

Work included in each item is described below.

Task 1.1 Detailed Observation of Construction:

Atkins will provide a full-time on-site Owner's Representative that has a background in dredging and dewatering construction practices, water quality monitoring (turbidity), permit compliance and marine construction inspection. Atkins will submit resume(s) of proposed staff for City approval. Site inspectors shall have a minimum of 5 years of similar inspection experience in the marine environment. Any changes in staff during the project will be pre-approved by the City. These individuals will monitor the dredging, dewatering, mitigation construction and other site improvements. The on-site Owner's Representative will perform visual reviews of work in progress for conformance with the design plans and specifications.

Responsibilities will consist of:

- a. Monitor and document the performance of the Contractor and recommend acceptance, rejection and/or correction of the work, which does or does not conform to the approved plans and specifications. Atkins shall not be responsible for the Contractor's means and methods of construction, nor shall Atkins be responsible for the rate of completion or coordination of the work.
- b. Preparing field inspection reports and furnishing photographs documenting the progress of the work. All reports will be submitted to the Owner, Contractor and Engineer on a routine basis or as otherwise directed.
- c. Maintaining a complete inspection log book of each inspection report and supporting documentation.
- d. Interpreting the meaning and intent of the Contract Documents. Consult with the Engineer for his design intent, when necessary. Provide reports of interpretations to the Owner, Contractor and Engineer.

- e. Resolving field issues that do not affect the design intent. Consult with the Engineer for his input when necessary. Provide field reports to Owner, Contractor and Engineer.
- f. Reviewing requests for payment from the Contractor. Validate the work completed, and materials stored in place, at the time of request for payment. Recommend payment or rejection of payment requests, as deemed appropriate.
- g. Scheduling and attending project progress meetings between the Owner, Contractor, Owner's Representative and Engineer. Meetings may be held monthly or as deemed appropriate. Prepare meeting agendas and distribute minutes of the meetings to the Owner, Engineer and Contractor.
- h. Conducting substantial completion and final completion inspections and assist in the preparation of final punch list and project close-out.
- i. Review Contractor's "as-constructed" record information for accuracy and later use, as required.
- j. Coordinate the interim and post-dredge surveys to ensure project performance and proper cut depths were obtained.
- k. Atkins will sample the dewatering area when the dredge is operating in areas delineated as above commercial soil target cleanup levels by the in-situ sediment sampling performed in May 2007 to ensure material is compliant with the residential standards for disposal. Three (3) samples will be taken during each sampling period and sent off to a NELAC approved laboratory and tested for the 12 RCRA metals and by the Synthetic Precipitation Leaching Procedure (SPLP). These samples will be taken once the dredge material has been dewatered to determine if the material is suitable for daily cover at the Collier County Landfill, or if it is to be sent to the Okeechobee County Landfill. A total of twelve (12) sediment samples have been incorporated into the budget for this work. If additional sampling or tests are required, the cost for the additional work will be provided and approval from the City will be required before any additional work is completed.

Observations will be made by the site representative to ensure that construction is in compliance with the construction plans, contract documents, and permit authorizations for the work. Atkins will serve as liaison between the contractor and the City during all phases of construction. Atkins senior staff will attend progress meetings with the City and contractor as appropriate during construction. It is assumed that construction will require **52** weeks of continuous construction. Costs are based on a full-time onsite representative, 10 hours a day, and 6 days a week. If the contractor is not done within the 52 week construction window, Construction Engineering and Inspection Services by Atkins will continue at a day-rate with the approval of the City.

Permit Compliance Services:

Atkins shall be responsible for on-site monitoring and compliance during the project. While the Contractor's dredge is actively operating and discharging to the disposal site, the on-site owner's representative will conduct, supervise and coordinate the collection of background and compliance-monitoring activities as a result of permit authorization. Permit compliance support will include addressing questions from and providing updates

to the Regulatory Agencies (U.S. Army Corps of Engineers, & Florida Department of Environmental Protection, and Florida Wildlife Conservation Commission), coordinating their attendance as needed at pre-construction and progress meetings, and assisting with addressing permit compliance issues as construction work proceeds.

Atkins will conduct turbidity monitoring of the project construction activity. Sampling will be conducted prior to the start of construction and continue through construction. The location and number of stations for monitoring will be in accordance with the permit requirements. Following completion of construction activity Atkins will submit the Final Certifications with as-built documentation to the regulatory agencies for acceptance.

Task 1.2 Construction Contract Administrations:

Atkins will provide the following engineering services during construction. These services will be provided by the key senior staff responsible for preparing the design of the dredge project and the supporting documentation that has been provided to FDEP/USACE during the design and permitting phase of the project.

- a. Review and monitor the Contractor's overall compliance with the approved plans and specifications.
- b. Review and evaluate the sediment testing requirements and reports.
- c. Review and assist in negotiating change orders to the contract as required, as may be initiated or recommended by the Owner, Engineer or Contractor.
- d. Review the Contractor's applications for payment and accompanying data and schedules based on on-site observations prior to submittal to the Owner for processing and payment.
- e. Set up a project start up meeting with the contractor.
- f. Coordination with Collier County Landfill for trucking the dewatered material in as daily cover.
- g. Attend monthly East Naples Bay Advisory Committee meetings to provide project updates.
- h. Address requests for additional information, construction issues, and review construction work at key points.
- i. Perform underwater inspections of rock removal work. Inspections will be performed to determine whether the rock has removed in accordance with the contract documents.
- j. Prepare final project documentation including a certification that, based on the work performed in the preceding steps, the project has been constructed as designed and as described in the contract documents.

Task 1.3 Project Layout and Bathymetric Surveys:

Project Layout – Atkins shall complete the layout (initial stake out) of the work per the construction plans. The stake out shall include laying out the project by placing vertical stakes every 50 ft. (or buoys in areas of rock) in alignment with the dredge footprint in order to present outline of the bottom width of the canal. Atkins may elect to only stake out a portion of the job initially to reduce the impact to the local boaters and the need for maintenance of the stakes throughout the project duration. Atkins shall furnish stakes,

equipment, tools, and qualified personnel for the initial stake-out. It will be the Contractor’s responsibility to maintain the stakes for the duration of the project. Any cost associated with re-staking the project will be the responsibility of the Contractor. It will also be the responsibility of the Contractor to retrieve the stakes from the waterway when the canal has been deemed complete by the City/Engineer of Record.

Post-Construction Surveys: Post-construction surveys will be completed of the project area using multi-beam bathymetric survey methodology. Limits of survey area will be consistent with the pre-construction survey performed by Atkins in March/April 2011 (see Figure 1). Previously established (during the pre-survey work) benchmarks with horizontal and vertical control will be utilized in each canal during construction. During the dredging operation post-construction surveys will be performed in stages (or by groups of canals) based on the completed work. Upon notice from the Contractor that work is completed in accordance with the plans, Atkins will perform a post-construction survey. This scope includes six (6) post-construction surveys to be performed throughout the dredging operation. These post-construction surveys will be compared against the pre-construction survey for certification of completion and payment. The survey will meet minimum technical standards and be signed and sealed by a Registered Land Surveyor (RLS) or Professional Surveyor & Mapper (PSM). If the post-construction survey indicates that design depths have not been reached or over-dredging has occurred, the Contractor shall be responsible for corrective action and any additional cost to re-survey shall be the responsibility of the Contractor.

Budget

The project will be invoiced based on a Time & Materials basis (with a not to exceed amount). Invoicing will be based on Time & Materials charges on a monthly basis of each task outlined in the scope of work.

Task 1 - Construction Contract Services

Task 1.1 – Detailed Observation/Permit Compliance.....	\$198,000
Task 1.2 – Construction Contract Administration.....	\$65,580
Task 1.3 – Project Layout and Bathymetric Surveys.....	\$100,170
Total Task 1.....	\$363,750

EXHIBIT
HOURLY RATE SCHEDULE
City of Naples
East Naples Bay Dredging Project

Classification	Fee Rate/Hour
Principal	\$170
Senior Project Manager	\$165
Project Manager	\$140
Sr. Engineer IV	\$130
Sr. Env. Scientist IV	\$130
Sr. Planner	\$130
Surveyor	\$125
Sr. Designer	\$120
Planner	\$115
Sr. Field Representative	\$110
Sr. Landscape Architect	\$100
Sr. Scientist	\$100
Sr. Engineer II	\$100
GIS Analyst	\$100
Engineer II	\$75
Archeologist	\$75
Scientist	\$75
CADD Operator	\$65
Landscape Architect	\$65
Graphics Technician	\$65
Field Representative	\$65
Engineer I	\$60
Administration	\$50
Engineering Intern	\$45

The above hourly rates include direct expenses for copies, reproductions, local travel, shipping, communications, turbidity monitoring equipment, other equipment as necessary, boat usage, truck charges, etc. No separate charge will be made for these items.

Hourly rates for additional positions shall be negotiated as required.

The project will be invoiced based on a Time & Materials basis (with a not to exceed amount). Invoicing will be based on Time & Materials charges on a monthly basis of each task outlined in the scope of work.