



# CITY OF NAPLES CONTRACT TRANSMITTAL

CONTRACTOR:	Wilson-Miller
CONTRACT AMOUNT:	76,000.00 (2nd Amendment)
EFFECTIVE DATES:	365 days from the Notice to Proceed
AUTHORIZATION:	Award of contract and change orders. Sec 2-667 (1) Except as otherwise provided in the division, contract for the procurement of goods or services in excess of \$50,000.00 on a single purchase or a per annum basis shall be awarded by the city council.
FUNDING SOURCE	450-1270-534-60-20
CERTIFIED BY:	<i>Joe D.</i> (Purchasing Manager-Signature & Date)
RECOMMENDED BY:	<i>Robert Miller</i> (Department Head-Signature & Date)
CERTIFIED BY:	<i>Anna Maria Licari</i> (Finance Director-Signature & Date)
REVIEWED BY:	<i>TGD</i> 11/28/12 (City Attorney-Initial Here, Date, Sign Contract & Forward to City Manager)
REVIEWED BY:	<i>J. Walker</i> 11/28/12 (City Manager-Initial Here, Date, Sign Contract & Forward to City Clerk)
ATTESTED BY:	<i>Patricia L. Bambas</i> 11/29/12 (City Clerk-Initial Here, Date, Sign Contract & forward copy to Purchasing)

**ATTACHMENTS:**

- Staff Memo
- Contract
- Other

*Approval by council  
11-14-2012*

Please return to Purchasing for distribution after all have reviewed/signed.

**SECOND AMENDMENT  
TO AGREEMENT**

**THIS SECOND AMENDMENT** (the "Second Amendment") to the Continuing Contract for Professional is made and entered into this **14<sup>th</sup> day of November, 2012** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **Wilson Miller, Inc** (the "Consultant").

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Services, dated **September 7, 2011 (Tracking # 11-00036** (the "Original Agreement") for services associated with **Design and Permitting for the City of Naples Recycle Transfer Facility**(`Project`); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second 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 completed 365 days from the notice to proceed.
3. "Article Five, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of \$76,000.00 for engineering services related to construction administration/management of the recycle facility (**EXHIBIT A**).
4. 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.
5. 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:**

**CITY OF NAPLES, FLORIDA**

**ATTEST:**

By: Patricia L. Rambosk  
Patricia L. Rambosk, 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

Rand P. ...  
witness

**WILSON MILLER, INC**

By: Fernando A. Diaz P.E.

Name: FERNANDO A. DIAZ

Title: VICE-PRESIDENT

Amendment to agreement



EXHIBIT A



3200 Bailey Lane, Suite 200  
 Naples, FL 34105  
 Tel: (239) 649-4040

November 1, 2012

Mr. Bob Middleton, Utilities Director  
 City of Naples  
 380 Riverside Circle  
 Naples, FL 34102

**Subject: Design and Permitting for the City of Naples Recycle Transfer Facility**  
**City of Naples Contract No. 11-00036**  
**WilsonMiller Project Identification No. 215610640**  
**Contract Addendum Request No. 2**  
*(This version supersedes the previous addendum dated 9/20/12)*

Dear Bob:

As requested, please find enclosed the following additional scope items and associated fees to address construction phase services for the subject Project:

1. **FEES:** <sup>(1)</sup>

Scope Para #	Billing Task #	Scope Item	FEE TYPE	WM	Disney & Associates	Task Totals
2.1	420	Construction Phase Services				
2.1.1	420.100	Project Management Assistance and Utility Provider Coordination	Fixed	\$6,000 <sup>(2)</sup>	N/A	\$6,000 <sup>(2)</sup>
2.1.2 thru 2.1.7	420.200	Shop Drawings, Site Observation, Substantial Completion, etc.	T/M	\$33,000 <sup>(2)</sup>	\$35,000 <sup>(2)</sup>	\$68,000 <sup>(2)</sup>
2.2	430	Construction Phase Reimbursable Expenses - WM	T/M	\$1,000 <sup>(2)</sup>	N/A	\$1,000 <sup>(2)</sup>
2.2	431	Construction Phase Reimbursable Expenses - Disney	T/M	N/A	\$1,000 <sup>(2)</sup>	\$1,000 <sup>(2)</sup>
Totals:				\$40,000	\$36,000	\$76,000

(1) Reference Attachment A, which provides a summary of the various tasks and their associated fees for the contract.

(2) The fee budget amount for this Scope of Service is an estimate only.

2. **SCOPE OF SERVICES:**

- 2.1 Reference **Attachment B** for Scope of Services from WilsonMiller.
- 2.2 Reference **Attachment C** for Scope of Services from Disney and Associates.

**EXHIBIT A**

**WilsonMiller**

**Stantec**

Mr. Bob Middleton, Utilities Director  
Page 2 of 2

**Reference:** Design and Permitting for the City of Naples Recycle Transfer Facility  
Contract No. 11-00036  
WilsonMiller Project Identification No. 215610640  
Contract Addendum Request No. 2  
*(This version supersedes the previous addendum dated 9/20/12)*

**3. GENERAL CONDITIONS AND UNDERSTANDINGS:**

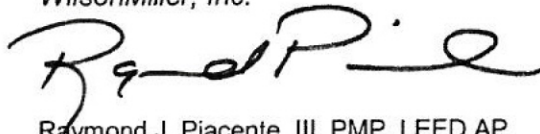
- 3.1 This Proposal/Agreement is open for acceptance by Client through 30 days, after which it will be withdrawn by WilsonMiller and may be subject to re-negotiation.
- 3.2 All services will be billed in accordance with City of Naples Contract 11-00036. Billing rates for time and material tasks approved under the original executed contract shall apply.
- 3.3 WilsonMiller, Disney & Associates or our sub consultants cannot guarantee the issuance of governmental and/or regulatory agency permits or approvals.
- 3.4 In addition to the general conditions and understandings provided within this contract addendum, all terms and conditions of the original executed contract and subsequent addendums shall apply.
- 3.5 Professional services for construction phase services include, and are limited to, those described within Attachments B and C. All other services are excluded, especially those noted under Attachments B and C.

WilsonMiller thanks you for the opportunity to provide professional services for the subject Project. If this budget increase meets with your approval, please issue the appropriate contract addendum approval.

If you have any questions or require additional information, please contact me.

Sincerely,

*WilsonMiller, Inc.*



Raymond J. Piacente, III, PMP, LEED AP  
Senior Project Manager , Urban Land Engineering



David S. Wilkison, PE  
Principal, Urban Land Engineering

Enc. Attachment A (Contract Addendum Summary Spreadsheet)  
Attachment B (WilsonMiller Scope of Services)  
Attachment C (Disney & Associates Scope of Services)

C: Justin Frederiksen, PE, City of Naples w/ enc.  
Ben Copeland, City of Naples, w/ enc.  
Dalas Disney, AIA, Disney & Associates, w/ enc.

**EXHIBIT A**

**CITY OF NAPLES RECYCLE TRANSFER FACILITY  
CITY OF NAPLES CONTRACT No. 11-00036  
WILSONMILLER PROJECT No. 215610640  
Contract Addenda Spreadsheet**

Notes	Task	Description	Fee Type	Original Contract	Contract Addendum No. 1 (Approved)	Contract Addendum No. 2 (Pending)	Total w/out Current Adjustment	Total with Current Adjustment
	210	General Consultation (2)	T/M	\$4,000			\$4,000.00	\$4,000.00
	220	Pre-Design Survey	Fixed	\$3,500			\$3,500.00	\$3,500.00
	230	Design Development (DD)	Fixed	\$56,400			\$56,400.00	\$56,400.00
	240	Construction Development (CD)	Fixed	\$86,500			\$86,500.00	\$86,500.00
	250	SFWMD ERP Modification Application	Fixed	\$10,000			\$10,000.00	\$10,000.00
	260	City of Naples Site Plan Approval Application	Fixed	\$6,000			\$6,000.00	\$6,000.00
	270	Public Meetings & Hearings / Permit Support	T/M	\$29,500			\$29,500.00	\$29,500.00
	280	FDEP Water & Sewer Permits	Fixed	\$1,500			\$1,500.00	\$1,500.00
	290	City of Naples Building Permit Application	Fixed	\$1,500			\$1,500.00	\$1,500.00
	950	Reimbursable Expenses - WM						
	951	Reimbursable Expenses - Disney	T/M	\$1,000			\$1,000.00	\$1,000.00
(1)	300	Site Civil Engineering & Building Arch. Bidding Services	T/M	New Task	\$9,700.00		\$9,700.00	\$9,700.00
(1)	310	Bidding Reimbursable Expenses	T/M	New Task	\$200.00		\$200.00	\$200.00
(2)	400.100	Project Management and Coordination	Fixed	New Task		\$6,000.00		\$6,000.00
(2)	420.200	Construction Phase Services	T/M	New Task		\$68,000.00		\$68,000.00
(2)	430	Construction Phase Reimbursable Expenses - WM	T/M	New Task		\$1,000.00		\$1,000.00
(2)	431	Construction Phase Reimbursable Expenses - Disney	T/M	New Task		\$1,000.00		\$1,000.00
		<b>Totals</b>		<b>\$199,900</b>	<b>\$9,900.00</b>	<b>\$76,000.00</b>	<b>\$209,800.00</b>	<b>\$285,800.00</b>

**Notes**

- 1) New tasks and total budget increase in the amount of \$9,900 approved under Contract Addendum No. 1 on 7/20/2012 by Client.
- 2) New tasks and total budget increase in the amount of \$76,000 is being proposed under Contract Addendum No. 2

**Attachment A**



## EXHIBIT A

### Attachment B - WilsonMiller Scope of Services

#### City of Naples Recycle Transfer Facility – Construction Phases Services

## 2 SCOPE of SERVICES:

### 2.1 Site-Civil and Limited Landscape Architecture Construction Phase Services

#### (Billing Task 420.100)

#### 2.1.1 Project Management Assistance and Utility Provider Coordination

- ▶ Assist the City of Naples in project management and coordination of the project. Coordination may be performed on a regular basis and the intent is to assist City of Naples staff in managing the Contractor, Design Team and any other consultants retained through the construction phase of the project.

Notes: WilsonMiller does not have the authority to issue or approve contract change orders for work assignments performed by consultants who may be contracted directly with the City of Naples.

WilsonMiller does not have the authority to issue change directives on the design, construction documents or dictate construction means and methods without prior written consent from the City of Naples.

- ▶ Attend up to two (2) coordination meetings with utility providers (FPL, Centurylink, Comcast, etc.).
- ▶ Provide construction documents and design information to facilitate utility provider's design for supporting services.

#### (Billing Task 420.200)

#### 2.1.2 Coordination and Meetings

- ▶ Attend one (1) kick-off meetings with client and contractor(s).
- ▶ Attend up to two (2) pre-construction meetings with regulatory agencies (City of Naples, SFWMD, FDEP Water, Wastewater and Solid/Hazardous Waste Departments and Naples Airport Authority), Client and contractor(s).
- ▶ Prepare and submit SFWMD's Construction Commencement Notice, as required per the permit conditions.
- ▶ Attend up to twelve (12) coordination meetings within a 12 month period with Client, consultant team, contractor(s) and contractor's team to discuss construction activities, progress and to address any site related issues that may arise.
- ▶ Attend meetings with Client, contractor and regulatory agencies, as requested and deemed necessary.
- ▶ Respond to questions and RFIs submitted by the contractor(s) or contractor's team during the course of construction.

#### 2.1.3 General Conformance Review

- ▶ Review shop drawings for conformance with design concepts provided within the WilsonMiller construction documents and technical specifications.

Note: This scope of service includes up to two shop drawing reviews. Additional shop drawings reviews have not been considered in estimated fee budget.

## EXHIBIT A

### Attachment B - WilsonMiller Scope of Services

#### City of Naples Recycle Transfer Facility – Construction Management and Construction Completion Services

- ▶ Conduct periodic site visits to observe progress of on-going construction and verify improvements are constructed in general accordance with the WilsonMiller construction documents and technical specifications. Based on those site visits, prepare and submit construction observation reports to Client, contractor(s) and contractor's team.

Note: Adequate number of site visits must be conducted by WilsonMiller in order to provide certificates of substantial completion, as noted under section 2.1.3.

- ▶ Review pay applications submitted by the general contractor and provide recommendations of approval for payment.

Note: WilsonMiller will only review and provide recommendations of approval for construction items which WilsonMiller is the Engineer of Record.

#### 2.1.4 Certifications and Substantial Completion Services

- ▶ Observe and review test results for preparation of the required site-civil engineer and landscape certifications.
- ▶ Coordinate with contractor(s) and contractor's professional land surveyor, and generate record drawings based on submitted as-built drawings.

Note: As-built drawings must be certified by the contractor's licensed and registered professional land surveyor

- ▶ Coordinate and conduct preliminary and final site visits with regulatory agencies, client and contractor(s) to achieve certifications of substantial completion from regulatory agencies.
- ▶ Prepare punch lists identifying corrective actions required.
- ▶ Prepare, submit and support certifications of substantial completion and occupancy approvals from SFWMD and City of Naples.

Note: Certifications to FDEP have been excluded. Reference General Conditions and Understandings, Paragraph 3.5.

- ▶ Prepare final turn-over package to client and contractor(s) in accordance with construction documents, including record drawings (in electronic format), recommended storm water maintenance program, permit and construction plans, etc.

## 2.2 Construction Phase Reimbursable Expenses

### (Billing Task 430)

Expenses for blueprints, reproduction services, database searches, color graphics, and overnight express and regular delivery services shall be reimbursable to WilsonMiller.



## EXHIBIT A

### Attachment B - WilsonMiller Scope of Services

#### City of Naples Recycle Transfer Facility – Construction Management and Construction Completion Services

#### **3 CONSTRUCTION PHASE CONDITIONS AND UNDERSTANDINGS:**

- 3.1 The scope and fee of this proposal is based on a site construction duration schedule of no more than 12 months.
- 3.2 The scope and fee of this proposal assumes the Client's Contractor will include as-built drawings certified by a professional land surveyor licensed and registered in the state of Florida. Content of the as-built drawings will include all information as noted within the construction documents, technical specifications, and City of Naples Specification and Utilities Standards Manual.
- 3.3 The scope and fee of this proposal assumes the Client's Contractor will include all geotechnical services, as noted within the construction documents, technical specifications, and City of Naples Specification and Utilities Standards Manual. Services shall be performed by a professional geotechnical engineer, licensed and registered in the state of Florida.
- 3.4 The scope and fee of this proposal assumes the Client's Contractor will be responsible for submitting NPDES NOI and NOT Permits, and for providing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) on-site during the course of construction.
- 3.5 The scope and fee of this proposal assumes the Client's Contractor will be responsible for the preparation of a Maintenance of Traffic (MOT) plan and/or Access Management Plan for any of the surrounding roads.
- 3.6 The scope and fee of this proposal assumes the Client (City of Naples Public Utilities Department) will conduct and witness all testing for the proposed potable water and wastewater facilities, and prepare all information necessary for submittal of certificates of construction completion required by FDEP.
- 3.7 The scope and fee of this proposal assumes the Client (City of Naples Public Utilities Department) will be responsible in any coordination or submittal of any permit modifications with the FDEP Solid Waste and Hazardous Materials Department.

#### **4 CONSTRUCTION PHASE EXCLUDED SERVICES:**

- 4.1 Services related to any major redesign or revisions to the construction documents due to unforeseen circumstances.
- 4.2 Services related to construction phase surveying services, including but not limited to, construction stake-out, final record (as-built drawings certified by a registered land surveyor) and slab surveys and flood certificates for building and structures.

## EXHIBIT A

### Attachment C – Disney & Associates Scope of Services

#### City of Naples Recycle Transfer Facility – Construction Phases Services

## 2 SCOPE of SERVICES:

### 2.1 **Architecture, Structural and MEP Construction Phase Services**

During construction the Consultant shall review the work during construction for compliance with the Architect's approved and permitted construction documents. Construction services are generally described and will include, and will be limited to, the following;

#### **(Billing Task 420.100):**

2.1.1 Not Applicable for Disney & Associates.

#### **(Billing Task 420.200):**

2.1.2 Reviewing material and equipment submittals for the project.

2.1.3 Shop drawing review.

Note: This scope of service includes up to two shop drawing reviews. Additional shop drawings reviews have not been considered in estimated fee budget.

2.1.4 Responding to Contractor's questions and/or providing clarifications to scope of work.

2.1.5 Conduct periodic site visits.

Notes: Structural, Mechanical, and Electrical consultant shall conduct periodic site observations coordinated with the stage of construction, as deemed appropriate and coordinated by the Architect.

Number of site visits for building construction duration and considered in estimated fee budget, include:

Architect:	12 visits (bi-weekly for up to 6 months)
Structural:	6 visits
MEP:	2 visits

2.1.6 Reviewing contractor payment applications.

2.1.7 Developing one punch list walk through, one final walk through.

### 2.2 **Construction Phase Reimbursable Expenses**

#### **(Billing Task 431)**

Expenses for blueprints, reproduction services, database searches, color graphics, and overnight express and regular delivery services shall be reimbursable to Disney & Associates.

## 3 CONSTRUCTION PHASE CONDITIONS AND UNDERSTANDINGS:

3.1 The scope and fee of this proposal is based on building construction duration schedule of no more than 6 months.

## 4 CONSTRUCTION PHASE EXCLUDED SERVICES:

4.1 Services related to any major redesign or revisions to the construction documents due to unforeseen circumstances.