



CITY OF NAPLES CONTRACT TRANSMITTAL

CONTRACTOR:	Atkins North America 6th Amendment
CONTRACT AMOUNT:	\$85,270
EFFECTIVE DATES:	to November 30, 2013
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	350-0608-537.60-30
CERTIFIED BY:	(Purchasing Manager-Signature & Date) 1/17/2013
RECOMMENDED BY:	(Department Head-Signature & Date) 1/17/13
CERTIFIED BY:	(Finance Director-Signature & Date) 1/15/13
REVIEWED BY:	(City Attorney-Initial Here, Date, Sign Contract & Forward to City Manager) 1-22-13
REVIEWED BY:	(City Manager-Initial Here, Date, Sign Contract & Forward to City Clerk) 1/23/13
ATTESTED BY:	(City Clerk-Initial Here, Date, Sign Contract & forward copy to Purchasing) JRR for PLR 1/25/13

ATTACHMENTS:

- Staff Memo
- Contract
- Other

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

**SIXTH AMENDMENT
TO AGREEMENT**

THIS SIXTH AMENDMENT (the "Sixth Amendment") to the Continuing Contract for Professional Services is made and entered into this **January 16, 2013** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Atkins North America, Inc formerly known as Post, Buckley, Schuh and Jerigan, Inc (PBS&J)** (the "Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered in to that certain Agreement to furnish Contract for Professional Services, dated **1st day of November, 2006 (Tracking # 06-11413** (the "Original Agreement") for services associated with **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 Sixth 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 Three Section 3.1, Time" shall be amended for the provision of additional time by the Contractor with a completion date of November 30, 2013. **(EXHIBIT A-1)**
3. "Article Five, Compensation" shall be amended for the provision of additional fees by the Contractor in the amount of \$85,270 for engineering and inspection services related for rock removal within the designated canals of the East Naples Bay Special Taxing District. **(EXHIBIT B)**
4. The terms of this Sixth 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 Sixth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This Sixth 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 Sixth 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: 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

ATKINS NORTH AMERICA, INC.

Bryan D. Shuman
Witness (Signature)

Name

Title: Project Director

By: Jeffrey R. Tabarr

Printed

e: Jeffrey R. Tabarr

1/2/13

Amendment to agreement

SCOPE-OF-WORK
Bidding Services & Construction Administration Services for the
Dredging of East Naples Bay – Amendment 6

Task 1. Bidding Services

Task 1.1 Bidding Documents:

Atkins will assist the City in developing a set of bid documents that will include a construction plan set, specifications and bid tabulation. Construction documents will be prepared including conditions from the Florida Department of Environmental Protection (FDEP) and the US Army Corps of Engineers (USACE) permits. Documents will include construction plans and bid items necessary for contractors. Atkins shall prepare all technical specifications to support the bid process, oversee the submittals, and make a recommendation to the City.

Detailed drawings will be prepared at 1 inch = 100 feet and will serve as the basis for the contract drawings in the final package sent to prospective bidders. The bidding documents will be provided in electronic form (PDF) and hardcopy (24 x 36). Drawings will include the August 2012 multi-beam bathymetric survey conducted by Morgan & Eklund as the pre-construction survey, contour charts, cross-sections, and the construction access corridor(s). These documents will be provided to the City's project manager and procurement specialist for review and comment. Atkins shall revise any changes promptly and shall furnish the final drawings for approval prior to reproduction of copies suitable for distribution to prospective bidders.

Final cost estimates will be included as well as a bid form, which will include a detailed estimate of the quantities and work to be performed. Components of the Contract Documents that will be provided include the following:

- Construction Plan Set
- Technical Specifications
- Appendix Information (Permits, aerial photography, geotechnical report, and any other relevant information).

Task 1.2 Pre-Bid Meeting:

Atkins will prepare for and attend one pre-bid meeting held at the City's designated location. Atkins will provide a powerpoint presentation and/or board graphics of the project specifics as visual aids. Atkins will provide two (2) representatives to attend the meeting that have working knowledge of the project area. Atkins will answer prospective Contractor inquiries or transcribe Contractor inquiries for subsequent research and response to all meeting attendees as appropriate.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CRA agrees to pay, and the CONTRACTOR agrees to accept payment as follows:

1. Upon completion and CRA acceptance of the Feasibility Study, completion date to be no later than March 7, 2013, unless the parties mutually agree to a different date, the CRA will pay CGA \$9,085.
2. Upon completion and CRA acceptance of the Market Study, completion date to be no later than April 19, 2013, unless the parties mutually agree to a different date, the CRA will pay CGA \$24,500.
3. Upon completion and CRA acceptance of the Community Redevelopment Plan Amendment, completion date to be no later than October 31, 2013, unless the parties mutually agree to a different date, the CRA will pay CGA \$111,815. At the discretion of the CRA, dependent upon satisfactory progress toward completion of the Community Redevelopment Plan Amendment, said amount may be paid according to the below schedule:
 - a. In the event the CRA exercises the reserved right to cancel work in this section of the contract, or modify the scope of services in this section of the contract, at the sole discretion of the CRA or in the event the completed feasibility study does not warrant an extension of the CRA sunset date, the CRA agrees to compensate CGA in accordance with the fee schedule attached in Exhibit B-1, for necessary work that was completed prior to any cancellation within 60 days of the date the CRA exercises said right.
 - b. In the event the CRA does not exercise the right to cancel work in this section of the contract, payment may be made according to the below schedule:
 - i. \$20,000 on or after April 1, 2013;
 - ii. An additional \$20,000 on or after May 1, 2013;
 - iii. An additional \$20,000 on or after July 1, 2013;
 - iv. The balance of \$111,815, or \$51,815, to be paid upon CRA acceptance of Final Community Redevelopment Plan Amendment and all associated deliverables.
4. CGA shall prepare an invoice according to the above schedule, and submit to the Project Coordinator for payment, prior to any CRA payment.

END OF EXHIBIT B

SCOPE-OF-WORK

- d. 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.
- e. 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.
- f. 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.
- g. Conducting substantial completion and final completion inspections and assist in the preparation of final punch list and project close-out.
- h. Review Contractor's "as-constructed" record information for accuracy and later use, as required.
- i. Coordinate the final post-dredge survey to ensure project performance and proper cut depths were obtained.

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 20 weeks of continuous construction. Costs are based on a part-time onsite representative, approximately 16 hours a week. If the contractor is not done within the 20 week construction window, On-site Owner Representative Services by Atkins will continue at a day-rate with the approval of the City.

Permit Compliance Services:

Atkins shall be responsible for oversight of the on-site monitoring during the project. While the Contractor's dredge is actively operating, 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), and assisting with addressing permit compliance issues as construction work proceeds.

Following completion of construction activity Atkins will submit the Final Certifications with as-built documentation to the regulatory agencies for acceptance.

Task 2.2 Construction Administration Services:

Atkins will provide the following engineering services during construction. These services will be provided by the key senior staff at Atkins who have been 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.

SCOPE-OF-WORK

- a. Review and monitor the Contractor's overall compliance with the approved plans and specifications.
- b. Review and assist in negotiating change orders to the contract as required, as may be initiated or recommended by the Owner, Engineer or Contractor.
- c. 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.
- d. Set up a project close-out meeting with the contractor.
- e. Attend monthly East Naples Bay Advisory Committee meetings to provide project updates.
- f. Address requests for additional information, construction issues, and review construction work at key points.
- g. Perform inspections of rock removal work. Inspections will be performed to determine whether the rock has removed in accordance with the contract documents.
- h. 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 2.3 As-Built Survey Services:

Once the QA/QC field checks have been completed by the contractor to ensure that the work has been completed to the design depth at minimum, then Atkins will request a single beam bathymetric survey from Morgan & Eklund, Inc. The survey will use a single beam survey echosounder deployed on a 16 ft skiff utilizing RTK/GPS software for location and water level determination. Cross-sections will be performed at 10 ft intervals along each section of the canal where work has been completed. The survey will extend 50 feet beyond the limits of the project to ensure no material has been moved outside the working area proper by the contractor. This survey is for (1) as-built single beam bathymetric survey only and does not include stake out of the design template, which will be the responsibility of the contractor.

Assumptions:

It is assumed only one final as-built survey will be required. Should more surveys (pre-construction, stakeout, as-built) be necessary, Atkins will provide a cost estimate based on the level of effort required to the City for approval.

EXHIBIT A



Mr. Gregg Strakaluse
295 Riverside Circle
Naples, FL 34102

December 20, 2012

Re: Anticipated Schedule for Additional Rock Removal

Gregg,

Based on our familiarity with the City's bidding process and the project documents, the following is the anticipated schedule for bidding and contractor selection for the additional rock removal in East Naples Bay:

January 9th - City Council Meeting approving Atkins SOW

January 28th - Bid Docs from Atkins for staff review (or ASAP)

February 4th – Bid advertisement

February 11th - Pre- Bid Meeting

March 4th – Bid Opening

March 25th – Report of Bid review and recommendation of award prepared for City Council Agenda

April 3rd – City Council meeting to approve new contractor

May 13th Construction commences

We will look for every opportunity to shorten the timeframes in the schedule and we look forward to working with the City to see successful completion of this project.

Sincerely,

A handwritten signature in cursive script that reads "Bryan D. Flynn". The signature is written in black ink and is positioned above the typed name.

Bryan D. Flynn, PE

Project Manager

EXHIBIT B - BASIS OF COMPENSATION

Budget

Task 1 – Bidding Services

Task 1.1 – Bidding Documents.....	\$12,640
Task 1.2 – Pre-Bid Meeting.....	\$3,860
<u>Task 1.3 – Bidding Review & Recommendation.....</u>	<u>\$2,790</u>
TOTAL (Task 1).....	\$19,290

Task 2 - Construction Administration Services

Task 2.1 – Onsite Owner’s Representative/Permit Compliance.....	\$42,940
Task 2.2 – Construction Administration Services.....	\$14,100
<u>Task 2.3 – As-Built Survey Services.....</u>	<u>\$8,940</u>
TOTAL (Task 2).....	\$65,980

TOTAL\$85,270

EXHIBIT B - BASIS OF COMPENSATION

**EXHIBIT
HOURLY RATE SCHEDULE
City of Naples
East Naples Bay Dredging Project
Project Number XX-XX**

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, and computer charges. 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 lump sum basis (with a not to exceed amount) and the hourly rates provided are for reference purposes. Invoicing will be based on percent complete of each task outlined in the scope of work.



EXHIBIT B - BASIS OF COMPENSATION

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

December 21, 2012

Atkins North America, Inc.
Attn: Mr. Bryan Flynn, P.E
4030 Boy Scout Blvd.
Tampa, FL 33607

RE: Additional Rock Survey Areas (10' Grid)

Dear Bryan:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional hydrographic survey services for the areas delineated in your October 25th email.

I would like to suggest that we perform this survey with our in house single beam survey echosounder which can be set up on our 16' survey skiff.

The cost for this survey is as follows:

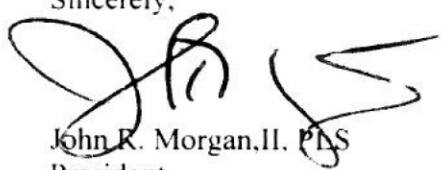
I. Field Survey (Cross-sections @ 10' Intervals)

Chief Surveyor 2 hours @ \$135/hr.....	\$ 270.00
Project Surveyor 24 hours @ \$75/hr.....	\$ 1,800.00
2 Man Survey Crew 24 hours @ \$135/hr.....	\$ 3,240.00
RTK/GPS 2 days @ \$450/day.....	\$ 900.00
16' Survey Boat 2 days @ \$175/day.....	\$ 350.00
Single Beam Echosounder 2 days @ \$85/day.....	\$ 170.00
	<u>\$ 6,730.00</u>

II. Data Reduction/Drafting

Chief Surveyor 2 hours @ \$135/hr	\$ 270.00
Project Surveyor 12 hours @ \$75/hr	\$ 900.00
Computer Technician 16 hours @ \$65/hr	\$ 1,040.00
	\$ 2,210.00
Total Cost I-II	\$ 8,940.00

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and Atkins on this project.

Sincerely,

John R. Morgan, II. P.E.S
President

JRM/adf