

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the "Third Amendment") to the **Professional Engineering Services for Port Royal Dredging Design Agreement, Contract No. 12-00000**, is made and entered into this **21st day of January, 2015** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Erikson Consulting Engineers, Incorporated**, a Florida Profit Corporation (the "Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Professional Engineering Services dated January 18, 2012; Reference (RFQ) Request for Qualifications 09-010 (010-09); (the "Original Agreement") to the City's Street and Stormwater Department for services associated with **Professional Engineering to Design the Port Royal Dredging Project** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Third Amendment so that the Contractor will provide additional services and be provided additional time 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, Time" shall be amended to **June 30, 2016** for the provision of additional time the Consultant will have to complete the project. Project close out will be within 30 days of final Project completion.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of \$44,270.00 for engineering services related to revised drawings, specifications, and related permitting changes of a habitat island as original drawn and specified and inclusion of a conventional dredge-dewater-disposal project. **Exhibit A** Scope of Services and Basis of Compensation is attached and made a part of this Third Amendment.
4. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This Third 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 Third 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: Jessica R. Rosenbergs for
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

ERICKSON CONSULTING ENGINEERS, INC.

7201 Delainey Court
Sarasota, Florida 34240
Attention: **Karyn Erickson**, President
FEI/EIN Number: 58-2631795 (FL)

Tanya M. Hasse
Witness

By: [Signature]
(Signature)

Printed Name: Tanya M. Hasse

Printed Name: Christin Perkinson

Title: Project Manager

**PORT ROYAL HABITAT ISLAND
SCOPE OF WORK FOR CONTINUED PERMITTING SERVICES
October 2014**

PROJECT DESCRIPTION

The tasks outlined herein are additional services required for finalizing acquisition of the US Army Corps of Engineers (USACE) permit for the Habitat Island. The Project is currently under review by the USACE and commenting agencies (National Marine Fisheries Service (NMFS) and US Environmental Protection Agency (USEPA)). The ENGINEER has prepared for and attended two (2) agency meetings and responded to one (1) request for additional information from the USACE as the lead. The scope of services below continues the work with the agencies by responding to their remaining issues and working towards permit issuance for the Habitat Island. The tasks outlined herein will be added to an existing contract between the CITY of Naples (CITY) and Erickson Consulting Engineers, Inc. (ECE / ENGINEER) under the CITY's existing Purchase Order No. 1300615 to provide additional professional services pertaining to this project.

SCOPE OF SERVICES

PHASE I –Continued Engineering and Permitting Services

Task 1: Adaptive Management Plan

ENGINEER will prepare an Adaptive Management Plan for the Habitat Island. This document will develop the strategies and actions planned to adaptively manage the Island to improve or exceed post-project environmental performance to comply with the State and federal authorizations. The Plan will document and monitor the stability of the island by quantifying and ground truthing the equilibration of the island; the establishment of the vegetation; macroinvertebrate recovery; flow patterns through the island; and stability of the island after storm events. The overall success of the habitats will be quantified to determine if adjustments (weir elevation, planting, etc.) are necessary. This Plan will be submitted to USACE and associated NMFS in support of the Federal permit.

Task 2: Project Design and Phasing Plan

The Federal agencies have expressed concern about the potential impacts to estuarine habitats resulting from construction of the 3.4 acre Island. The ENGINEER will develop a phased plan to construct the Habitat Island with Phase 1, as approximately 2 acres in size, and Phase 2 approximately 1.4 acres in size. The Plan will outline the phasing of construction and the criteria necessary to evaluate achievement of success so that construction may then proceed on Phase 2. This Plan will be submitted to USACE in support of their permit.

Task 3: Alternative Site Analysis and Minimization/Avoidance

The USACE has requested an alternative analysis and a minimization/avoidance analysis be conducted for the surrounding Naples Bay area. The task will include enhancement / preservation options for existing mangrove islands or mangrove areas within Naples Bay, including tidal waters and mangrove areas which may be under private ownership. In addition, the ENGINEER will assess potential shoreline stabilization methods as alternatives to consider their capacity to accomplish the objectives of the project design, such as oyster reef creation, wetlands and other estuarine habitats.

Task 4: Agency Site Visits

The ENGINEER shall prepare for and attend up to two (2) site visits and/or meetings with the Federal agencies. The agencies have requested an additional seagrass survey in the area surrounding the Habitat Island in conjunction with seagrass growing season. A survey occurred on June 30th, with the ENGINEER marking the footprint of the Habitat Island with PVC and flagging tape. In attendance were representatives from the CITY, USACE, NMFS and EPA. A second survey and/or meeting will take place to review the project design details.

Task 5: Similar Projects/Siting

Similar projects have been permitted in the Lake Worth, Tampa Bay, Estero Bay, Sanibel Island and Indian River Lagoon areas. The ENGINEER will research permitting strategies and success of one or more of these projects as they pertain to USACE and NMFS review. The ENGINEER will

coordinate with staff from these projects to discuss project design and permitting strategies which may assist in the approval of the Habitat Island.

Task 6: Respond to Additional RAIs

The ENGINEER will develop and respond to two (2) requests for additional information provided from USACE and remaining Federal agencies concerns. Expected are the above described work tasks, identified at the June 30 site meeting with the CITY and in the most recent USACE RAI, and supplemental responses that are anticipated for the final processing and decision on the application.

Task 7: Attend Additional Meetings

ENGINEER shall prepare for and attend additional meetings as requested by the USACE for the additional services described herein. These meeting shall focus on the discussions of remaining agency concerns as related to the permit processing of the Habitat Island. These meetings shall be conducted by teleconference.

Task 8: Engineers Estimate of Costs

The ENGINEER will develop a detailed schedule of the project quantities including unit cost assumptions, total estimated project cost and report based on the Habitat Island design revisions. A construction sequencing plan will be developed and submitted to the USACE to ensure a clear understanding of the robustness of the Island. The Plan will also show the anticipated sequence of construction activities, the anticipated construction methods and the equipment to be used for construction of the Project.

Task 9: Communication Outreach

The ENGINEER will develop project description, value and benefits of the project for the CITY and meet with the CITY key staff to gain support at the local, State and Federal levels. ECE will correspond with US Senators Nelson and/or Rubio and their staff to brief them of the benefits of the Habitat Island to provide political support for the project.

Task 10: Obtain Minor Permit Modification from FDEP

FDEP Permit No. 11-0312776-001 was issued for the habitat island in March 2013. Since that time, minor changes to the island were incorporated into the design to increase habitat opportunities for fish and wading foraging birds. As the overall plan area/size of the island has not changed, FDEP should consider these changes eligible for a minor permit modification. The ENGINEER will procure a minor permit modification from FDEP.

**CITY OF NAPLES
 ENGINEERING ANALYSIS AND DESIGN FEE SCHEDULE
 PORT ROYAL HABITAT ISLAND REMAINING USACE PERMITTING**

TASK	DESCRIPTION	TOTAL FEE
1	Adaptive Management Plan	\$ 4,140
2	Project Design and Phasing Plan	\$ 3,270
3	Alternative Site Analysis, Avoidance/Minimization	\$ 6,800
4	Agency Site Visits	\$ 3,970
5	Similar Projects/Siting	\$ 3,240
6	Response to Additional RAIs (2 and 3)	\$ 7,520
7	Attend Additional Meetings with Agencies	\$ 3,790
8	Engineers Estimate of Costs	\$ 4,460
9	Communication Outreach	\$ 3,580
10	Minor Permit Modification from FDEP	\$3,500
TOTAL		\$44,270