

EIGHTH AMENDMENT TO AGREEMENT

THIS EIGHTH AMENDMENT (the "Eighth Amendment") to the Contract for Professional Services is made and entered into this 21st day of April, 2015 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Atkins North America, Incorporated a Florida Profit Corporation formerly known as (PBS&J) Post, Buckley, Schuh & Jernigan, Incorporated** (the "Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Services, dated 1st day of November, 2006 (Clerk Tracking No. 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 Eighth Amendment so that the Consultant will be provided an extension of completion date and compensation for 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 to **June 30, 2016** for the provision of additional time the Consultant will have for the completion of the Project: East Naples Bay Buoy Design & Permitting Services with a 60-day Project close out.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$38,050.00** for East Naples Bay Buoy Design & Permitting Services as indicated in **Attachment A-1 Scope of Services and Basis of Compensation** which is attached and made a part of this Eighth Amendment.
4. The terms of this Eighth 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 Eighth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

5. This Eighth 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 Eighth 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

CONSULTANT:

ATKINS NORTH AMERICA, INC.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607

Att: **Robert D. Woithe**, Associate Vice President

Bryan D. Flynn
Witness

Bryan D. Flynn
Printed Name

By: Robert D. Woithe
(Signature)

Robert D. Woithe
Printed Name

Division Manager
Title

FEI/EIN Number: On File
A Florida Profit Corporation

SCOPE-OF-WORK**8th Amendment to Contract 06-11413****Buoy Design & Permitting Services for East Naples Bay**

The East Naples Bay Canals were dredged in 2013 removing approximately 24,000 cubic yards of sediment and rock. Some isolated areas of rock remain and the City would like to buoy these locations to make vessel operators aware of the issue and the need to operate a vessel with care in this area. Atkins will work with the City to develop a buoy plan, provide permitting and bidding support while addressing other contingency items as they arise in during the project at the City's direction.

Task 1. Buoy Plan

Atkins will plan out the buoy locations based on a controlling depth of 4 ft MLW. Buoy locations will be shown in plan view, and provided to the City in PDF format. Drawings will show the canal bathymetry and adjacent street names. Atkins will prepare text and symbol options for display on the buoys in accordance with Florida Fish & Wildlife Commission (FWC) protocol. Atkins will prepare costs for two buoy options and present the options to the City and the East Naples Bay Advisory Committee.

Task 2. Buoy Permit & Bidding Support

Atkins will prepare and submit permit application packages to FWC. There is no permit fee for submittal. This will include one (1) copy of the application package including 8.5 x 11 planset with locations and text and symbol graphics for the buoys. Atkins will include buoy details for anchoring and provide the buoys specifications to the City for bidding and selection of a contractor.

Task 3. Dredging Permit Extension

Atkins will continue to pursue a minor permit modification to extend the current permit for five years. Atkins will coordinate with the agencies (FDEP & USACE) for the permit extension and keep the City up to date on the process through the December 2015 (FDEP) and January 2016 (USACE) expiration dates. Note: the extensions will likely be granted in the days/weeks immediately prior to expiration.

Task 4. Contingency Items

Atkins will provide construction inspection, Citizens Advisory Committee/City Council meeting support, updated seagrass surveys, and/or bathymetric surveys on an as-needed basis and only with prior written approval from the City. These tasks will be outlined as the project progresses and have written scope, budget and schedule determined as appropriate.

Budget Estimate

Task 1	\$4,320.00
Task 2	\$3,230.00
Task 3	\$500.00
Task 4	\$30,000.00
Total	\$38,050.00

Note: The items under these tasks will be performed on a time and materials not to exceed basis.

Schedule

- Task 1 – Buoy PlanMay 11, 2015
- Task 2 – Buoy Permit & Bidding Support.....30 days from approval of Task 1
- Task 3 – Dredging Permit Extension.....January 2016
- Task 4 – Contingency.....May 2016