

Contract Amendment #1
“2014 Tourism Agreement between Collier County and the City of Naples for FY 14/15
Category “A” City of Naples Projects”

This amendment, dated this ~~4th~~ day of April, 2015 to the referenced agreement shall be by and between the parties to the original Agreement, City of Naples (to be referred to as “Grantee”) and Collier County, Florida, (to be referred to as “Grantor”).

Statement of Understanding

RE: Contract “2014 Tourism Agreement between Collier County and the City of Naples for FY 14/15 Category “A” City of Naples Projects”

In order to continue the services provided for in the original Contract document referenced above, the City of Naples agrees to amend the Contract as per Exhibit “A” attached to this Amendment and incorporated herein by reference or by the modified language below.

RECITALS:

WHEREAS, CITY submitted applications for Category "A" Tourist Development Tax Funds in the aggregate amount of eight hundred fifty-three thousand three hundred seventy-one dollars (\$853,371.00) for the City of Naples Projects for fiscal year 2014-2015, as described in Exhibit “A” and attachments A-1 Beach Maintenance and A-2 Naples Pier. This approval authorizes eight hundred fifty-three thousand three hundred seventy-one dollars (\$853,371.00) to this Agreement (the "Projects"); and

WHEREAS, this Agreement specifically authorizes the City to carry forward the \$200,000 funding awarded in the FY 2013/2014 Grant Agreement to be added to the City’s request for FY 2014/2015 bringing the total award for the City of Naples Pier Major Renovation to \$892,000; and

WHEREAS, CITY submitted an out of cycle grant application on March 5, 2015 seeking an additional \$571,965 for the City of Naples Pier Major Renovation (Exhibit “A”); and

WHEREAS, CITY’S request for additional funding brings the total award for the City of Naples Major Pier Renovation to \$1,464,414; and

WHEREAS, the Board of County Commissioners agrees to provide this additional funding; and

WHEREAS, the Board of County Commissioners desires to fund the Project(s) as serving valid and worthwhile public purpose and finds that these project expenditures promote tourism.

2. PAYMENT AND REIMBURSEMENT. The aggregate maximum reimbursement under this Agreement shall be ~~eight hundred fifty three thousand three hundred seventy one dollars (\$853,371.00)~~ one million four hundred sixty-four thousand and four hundred fourteen dollars (\$1,464,414). The GRANTEE is authorized to use an additional \$200,000 for the major renovation of the Naples Pier as awarded in the 2013/2014 Grant Agreement. This amendment incorporates the additional \$571,965 requested on or about March 5, 2015. This brings this year's total grant award to \$1,464,414. GRANTEE shall be paid in accordance with the fiscal procedures of COUNTY upon submittal of invoices and upon verification that the services described in the invoice are completed or that goods have been received.

2.1 GRANTEE shall determine that the goods and services have been properly provided and shall submit invoices to the County Manager or his designee. The County Manager, or his designee, shall determine that the invoice payments are authorized and the goods or services covered by such invoice have been provided or performed in accordance with such authorization. ~~The budget for each project,~~ revised budget for the Major Pier Renovation is attached in Exhibit "A," shall constitute authorization of the expenditure described in the invoices provided that such expenditure is made in accordance with this Agreement.

2.3 GRANTEE shall be paid for its actual cost not to exceed the maximum amount budgeted pursuant to the attached Exhibit "A" revised budget for the Major Pier Renovation.

16. AMENDMENTS. This Agreement may only be amended in writing by mutual agreement of the parties and after recommendation by the Tourist Development Council. The reallocation of funds in the Tourist Development Tax ordinance, No. 92-60, as amended, requires supermajority vote of the Board of County Commissioners for approval.

Note: Language deleted has been ~~struck through~~. New language has been underlined.

All other terms and conditions of the agreement shall remain in force.

IN WITNESS WHEREOF, the parties have each, respectively, by an authorized person or agent, have executed this Amendment on the date(s) indicated below.

Accepted: April 14, 2015

Dwight E. Brock, Clerk

BY: *Dem Sergio C.*

Contractor's First Witness: *Attest as to Chairman's signature only.*

By: _____
Signature

Print Name

Contractor's Second Witness: *NA* *CMS*

By: _____
Signature

Print Name

OWNER:
BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: *T E Nance*
Tim Nance, Chairman

GRANTEE:
CITY OF NAPLES

By: _____
Signature

John F. Sorey
Hon. John F. Sorey
Mayor City of Naples

Approved as to Form and Legality:

CMS *Robert D. Pritt*
Assistant County Attorney

Approved as to form and legality

By: *Robert D. Pritt*
Robert D. Pritt, City Attorney

Attest:

Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

Date: 5/12/15



COLLIER COUNTY TOURIST DEVELOPMENT
COUNCIL CATEGORY "A" GRANT APPLICATION

2015 Beach Renourishment and Pass Maintenance

Naples Pier Deck Replacement and Structural Renovation

Additional Request

(Project Title)

1. **Name and Address of Project Sponsor Organization:**

City Of Naples
735 Eighth Street South
Naples, Florida 34102

2. **Contact Person, Title and Phone:**

Name: David Lykins, CSD Director
Address: 280 Riverside Circle
City: Naples State: FL ZIP: 34102
Phone: 239/213-7110 FAX: 239/213-7130 Other: dlykins@naplesgov.com

3. **Organization's Chief Elected Official and Title:**

Hon. John F. Sorey III
Mayor – City of Naples

4. **Details of Project - Description and Location:**

Description: The City of Naples requests consideration for a new, out-of-cycle TDC funding request to capture a funding shortfall for major renovations to the Naples Pier. The project includes labor and material for the replacement of the stringers, deck, railings, fasteners, lighting, utility and communication lines at the Naples Pier. The preliminary and estimated cost of the project prior to actual design and consultation with a construction manager and sub-contractors was \$892,449. The replacement of deck boards and railings will consist of IPE wood. The replacement of the steel angles, bolts, nuts, washers, clips, straps and fasteners will include the use of stainless steel hardware.

On March 19, 2014, the City submitted a grant application, supported by Collier County, requesting that Category "A" FY 2013-14 funding (\$200,000) committed to a Naples Pier deck replacement project be retained, rolled-over and combined with a new Category "A" FY 2014-15 application requesting an additional \$692,449. The initially requested funding was based on a preliminary estimate provided by the AD Morgan Company of Tampa, Florida, resulting from a structural evaluation conducted in February 2014. This estimate was proposed prior to completion of any design documents and vendor or subcontractor review.

The project was placed on the April 10, 2014 Collier County Coastal Advisory Committee meeting, the April 16, 2014 Collier County Parks and Recreation Advisory Board meeting, the April 28, 2014 Tourist Development Council meeting and the June 10, 2014 Board of County Commissioners meeting. All three advisory boards and the BOCC unanimously approved the request and Tourist Development Council Funding in the amount of \$892,449.

On June 11, 2014, a contract was awarded by the City to TKW Consulting Engineers, Inc. in the amount of \$98,718 for the structural design and engineering services for the project. City Council was advised the City would seek the services of a Construction Management at Risk for the project.

Collier County Tourist Development

Council Category: "A" Grant Application - Page 2

Manhattan Construction Inc. was selected as the most qualified firm for the pier project. Manhattan Construction Inc. was recently used by Collier County for the construction of the first phase of the Gordon River Greenway, including the use of IPE lumber. First hand observation gives staff confidence that Manhattan will successfully manage the pier project. Based on TKW's engineered specifications, combined with Manhattan's considerable experience, staff anticipates and expects a quality result.

The fee negotiated between the City and Manhattan Construction Inc., per CCNA guidelines, is a flat fee of \$65,000. The fee equates to approximately 5% of the estimated construction and deliverables portion of the project allocated at \$1,297,242, and is considered fair and reasonable for the anticipated scope of work. The contract provides for a performance bond, contractor liability insurance, and \$70,000 in a contingency and allowance fee. The Guaranteed Maximum Price (GMP), including all costs is \$1,464,414.

Project costs determined by Manhattan Construction, Inc. exceed the previously approved TDC funding of \$892,449, increasing by an additional cost of \$571,965. A new, out of cycle grant request has been prepared seeking consideration for additional TDC funding for the unfunded balance of the project cost. **Should the project be completed at a cost less than the GMP of \$1,464,414, the City would only seek funding reimbursement for the actual costs incurred.**

The Pier is a public access beach facility as a tourist attractor and destination. The Pier provides shoreline erosion control and beach preservation effect. Additionally, the public safety through the continued maintenance of the Pier is of paramount importance, and includes responsibility and public safety of Pier structure, deck, restrooms and storage facilities as well as water and electrical systems related to the Pier's use as a fishing, tourist and beach preservation structure. The Naples City Pier captures out-of-county and local visitor well as tourist populations from through-out the region and world.

The Pier, a historically significant structure originally constructed in 1887, serves as a public access beach facility, as a major tourist attraction and vacation destination. The Pier is open to the public 24 hours a day, seven days per week.

The Naples Pier captures out-of-county and local visitors well as tourist populations from throughout the region and world. Recent annual Pier visitation data captured by the City reflects the following:

2012 – 1,031,242	2013 – 1,070,545	2014 – 1,104,953
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Collier County Tourist Development
 Council Category "A" Grant Application - Page 3

Location: The project location is at the 12 Avenue – South terminus beach end. Please refer to Project Location Map found in the ADDITIONAL INFORMATION section attached.

- 5. Estimated project start date: July 6, 2015
- 6. Estimated project duration: Sept. 30, 2015
- 7. Total TDC Tax Funds \$1,464,414
- 8. If the full amount requested cannot be awarded, can the program/project be restructured to accommodate a smaller award?
 Yes () No (X)

PROGRAM ELEMENT	PROJECT BUDGET	AMOUNT
TDC Funds Requested- <u>New Request</u>		\$ _571,965
FY 2013-14 Carryover		\$ _200,000*
FY 2014-15 In-place TDC Funding		\$ _692,449
<u>Approved</u> Funding		\$ _892,449
State of Florida		N/A
Share Federal Share		N/A
TOTAL		\$1,464,414

*\$200,000 was allocated in FY 2013-14 for deck replacement authorized as a carryover and combined with subsequent requests.

PROJECT EXPENSES	
(Engineering, Mobilization, Contracting, etc.)	
<u>Additional New Request</u>	\$ _571,965
TOTAL	\$1,464,414

I have read the Tourist Development Category "A" Beach Funding Policy covering beach renourishment and pass maintenance and agree that my organization will comply with all guidelines and criteria.



3/5/15

Signature of Sponsor Organization's Chief Official

Date

ADDITIONAL INFORMATION

ELIGIBILITY: Beach Maintenance activities will take place on beach area that are least 80% classified as eligible under the TDC guidelines. The project boundary location is from southernmost State-permitted beach cleaning area within the City's jurisdictional boundary to Clam Pass in Collier County.

ORGANIZATIONAL CAPACITY: The City of Naples will be the primary recipient and lead agency for controlling and completing all aspects and activities proposed in this grant application. The City will remain the lead agency for the duration of funding and will be the sole point of contact for all matters related to this proposal. The City has the managerial and financial capability to ensure proper planning, management, and completion of the project described in this application.

BUDGET ASSURANCES: Dual Compensation: If a City project staff member or consultant is involved simultaneously in two or more projects, the staff will not be compensated for more than 100% of their time for any such dual involvement.

PROJECT LOCATION MAP:





February 20, 2015

Mr. David Lykins
City of Naples
280 Riverside Circle
Naples, FL 34102

RE: Naples Pier Restoration

Dear Mr. Lykins:

We are pleased to provide you with the GMP for the Naples Pier Restoration project which includes the removal and replacement of the existing pier superstructure and associated plumbing and electrical. This GMP is based upon the bid documents dated 2/16/15 from TKW Consulting Engineers Inc. and our clarification and assumptions.

Cost of the Naples Pier Restoration\$1,464,414.00

If you have any questions, please feel free to call.

Sincerely yours,

MANHATTAN CONSTRUCTION

A handwritten signature in black ink that reads "Brett Martin".


Brett Martin
Project Manager

Manhattan Construction, Inc.
RFQ 15-004

Manhattan Construction, Inc.
RFQ 15-004

City of Naples Pier Renovation									
February 18, 2015									
Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Member	Item Total	
General Conditions									
010050	Project Manager	480	HOURS	97	46,560			46,560	
010040	Superintendent	480	HOURS	81	39,120			39,120	
010060	Field Office Manager	182	HOURS	34	6,528			6,528	
010070	Safety Engineer	48	HOURS	123	5,904			5,904	
010170	Scheduling Engineer	10	HOURS	51	510			510	
010335	Plan Reprographics	1	LS	800			800	800	
011515	Temporary Office	9	MONTHS	500			1,500	1,500	
011525	Office Equipment	1	LS	750			750	750	
012505	Office Supplies	1	LS	1,500			1,500	1,500	
013550	Water	9	MONTHS	100			900	900	
013520	Temporary Power	3	MONTHS	200			600	600	
013525	Phone/Internet Service	3	MONTHS	120			360	360	
015100	Generator & Fuel	3	MONTHS	1,000			3,000	3,000	
Total General Conditions					98,382	0	0	8,810	107,192
Item Code Description									
General Requirements									
011545	Storage Containers	3	MONTHS	500			1,500	1,500	
012510	Postage & Post Mail	3	LS	150			450	450	
012530	Safety Supplies	1	EA	1,000			1,000	1,000	
012550	Aerial Photos	3	EA	200			600	600	
012555	Job Site Pre/Post Audio-Video	2	EA	700			1,400	1,400	
013055	Temporary Toilets - Public	12	WEEKS	300			3,600	3,600	
013060	Temporary Walkway Cover - Beach Access	1	LS	5,500			5,500	5,500	
013060	Signage & Public Notification	1	LS	3,000			3,000	3,000	
013150	Temporary Fencing & Gates	1	LS	14,000			14,000	14,000	
014000	Miscellaneous Tools	1	LS	1,500			1,500	1,500	
014040	Clean Up Perforical	12	WEEKS	200			2,400	2,400	
015500	Dumpster Rental	12	EA	400			4,800	4,800	
015500	Life Boat	12	WEEKS	400			4,800	4,800	
Total General Requirements					0	0	0	41,050	45,050
Item Code Description									
Survey, QC & Misc. Engineering/Consultants									
011010	Environmental Survey & Monitoring	120	HOURS	100	12,000			12,000	
012010	Surveying and Layout	1	LS	7,500	7,500			7,500	
012050	Geotech / PDA (by other or N/A)	0	LS					0	
Total Survey/QC & Misc. Engineering/Consultants					19,500	0	0	19,500	19,500

Manhattan		City of Naples Pier Renovation					
0703-1 Westview Drive Naples, FL 34106 Ph: (239) 643-6000		February 19, 2015					
Pg 2 of 2							
Item Code	Description	Quantity	Unit	Unit Price	Material	Sub/Modifier	Item Total
Sub Packages - Pier Only (No Subcontract)							
020000	Demolition	1	LS	150,000	65,000	85,000	150,000
550000	Mirra Construction	1	LS	330,000	200,000	130,000	330,000
033010	Metal Fabrications	1	LS	150,000	150,000		150,000
080000	Hardware - Bolts, Screws, Fasteners	1	LS	40,000	40,000		40,000
060010	Lumber - Joists, Posts, Decking & Railing	1	LS	300,000	300,000		300,000
060000	Carpentry & Flooring - Existing Concession & Storage	1	LS	25,000	7,500	25,000	25,000
220010	Plumbing	1	LS	13,500	45,000		15,500
260010	Electrical	1	LS	115,000	567,500		115,000
Total Bid Packages					328,000	240,000	3,125,500
Item Code Description							
Contingency & Allowances							
019100	CM Contingency						50,000
017010	Misc. Permit Allowance						5,000
019150	Existing Substructure Repair Allowance						15,000
Total Contingency & Allowances							70,000

 Manhattan <i>Building Connections</i>		Standard Estimate Report	
Description	Sub Totals		%
Labor	\$ 435,882		34%
Material	\$ 567,500		44%
Subcontract	\$ 293,860		23%
Other	\$ -		
	\$ 1,297,242	\$ 1,297,242	
Material Tax	\$ 34,050		6.00%
Labor Burden	included		58%
	\$ -	\$ 1,297,242	
Builder's Risk Insurance	\$ 9,859		0.76%
Longshoreman's Insurance	\$ 1,297		0.10%
General Liability Insurance	\$ 10,637		0.81%
	\$ 21,794	\$ 1,319,036	
CM Contingency	\$ 50,000		
Allowances	\$ 20,000		
	\$ 70,000	\$ 1,389,036	
Bond: Payment & Performance	\$ 10,378		0.80%
	\$ 10,378	\$ 1,399,414	
C.M. (Fixed Fee)	\$ 65,000		5.00%
	\$ 65,000	\$ 1,464,414	
	Total:	\$ 1,464,414	