

**SECOND AMENDMENT TO AGREEMENT
(PROFESSIONAL SERVICES)**

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Professional Engineering Services is made and entered into this 4th **day of November, 2014** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **ERICKSON CONSULTING ENGINEERS, INCORPORATED**, a Florida Profit Corporation (the Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **August 21, 2013** (the "Original Agreement") (Reference Original Bid No. **RFP 13-045** and Original Clerk Tracking No. **13-00070**) for services associated with **Port Royal Canal Dredging Project – Construction Monitoring Services: Second Amendment: Additional Time and Compensation for additional Services** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Consultant will be provided 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, Time" shall be amended to **March 31, 2015** and a Project close-out time frame of 30-days for the provision of additional time the Consultant will have for the completion and close-out of the Project, **Port Royal Canal Dredging Project – Construction Monitoring Services:**
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$14,250.01** for said Project as indicated in **Exhibit A-1 Scope of Services and Basis of Compensation**, attached and made a part of this Second Amendment.
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 Consultant have caused this Second Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

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 Delaney Court

Sarasota, Florida 34240

Att: **Karyn M. Erickson**, President

FEI/EIN Number: 58-2631795 (FL)

By: Tanya M. Hasse
Witness (Signature)

Printed Name: Tanya M. Hasse

By: Christin Perkins
(Signature)

Printed Name: Christin Perkins

Title: Project Manager

Amendment to Professional Services Agreement



Erickson Consulting Engineers, Inc.
7201 Delainey Court
Sarasota, FL 34240
(941) 373-6460

Project Name: Port Royal Canal Dredging Construction
Monitoring Services

PO# 1300615-00

Bill To: Mr. Gregg Strakaluse, P.E.
Director of Streets & Stormwater, City of Naples
295 Riverside Circle
Naples, Florida 34102

Original Budget Total:	\$214,300.00
Amendment 1 Changes to Budget:	\$28,188.91
Amendment 2 Changes to Budget:	\$14,250.01
Total Changes to Budget:	\$42,438.92
Revised Contract Amount	\$256,738.92
Amount Paid to Date:	\$221,307.32
Contract Amount Remaining:	\$35,431.61

TASK	DESCRIPTION	ORIGINAL BUDGET	CHANGES TO BUDGET		REVISED CONTRACT AMOUNT	LESS AMOUNT PREV. BILLED	AMOUNT REMAINING
			AMMENDMENT 1	AMMENDMENT 2			
1	PRE-CONSTRUCTION SERVICES						
1.1	Pre-Construction Conference with Contractor and Sub-Contractors	\$4,520	\$ -	\$ -	\$ 4,520.00	\$ 4,520.00	\$ -
1.2	Pre-Construction Conference with Regulatory Agencies	\$3,800	\$ -	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -
1.3	Review and Approve Shop Drawings and Contractor Work Plans	\$5,870	\$ -	\$ -	\$ 5,870.00	\$ 5,870.00	\$ -
1.4	Pre-Construction Biological Survey	\$12,420	\$ -	\$ -	\$ 12,420.00	\$ 12,420.00	\$ -
1.5	Construction Management Services (CMS) for Contractor Staging, Construction of Dewatering Basin and Pipeline Fusing	\$7,930	\$ -	\$ -	\$ 7,930.00	\$ 7,930.00	\$ -
2	CONSTRUCTION OBSERVATION AND REPORTING SERVICES						
2.1	Site Representation and Construction Management Services (CMS)	\$95,910	\$ 15,927.50	\$ 9,381.87	\$ 121,219.37	\$ 110,989.76	\$ 10,229.61
2.2	Assess Completion Quantities, Analyze Contractor Periodic Invoices and Recommend Payment	\$4,720	\$ 5,083.92	\$ 1,075.93	\$ 10,879.85	\$ 9,199.85	\$ 1,680.00
2.3	Sediment Chemical Testing	\$2,420	\$ -	\$ -	\$ 2,420.00	\$ 2,420.00	\$ -
3	ENGINEER OF RECORD SERVICES IN THE CONSTRUCTION PHASE						
3.1	Contractor/City Change Orders and Time Extensions	\$6,660	\$ 1,437.20	\$ 475.62	\$ 8,572.82	\$ 7,829.75	\$ 743.07
3.2	Interpretation of Contract Documents	\$9,900	\$ 2,287.90	\$ 700.68	\$ 12,888.58	\$ 11,784.03	\$ 1,104.56
3.3	Monthly Progress Reports to FDEP	\$6,670	\$ 1,010.76	\$ 660.24	\$ 8,341.00	\$ 7,596.82	\$ 744.18
3.4	Observe/Approve Critical Work Components	\$10,440	\$ 2,713.48	\$ 667.35	\$ 13,820.83	\$ 12,656.02	\$ 1,164.81
3.5	Progress Meetings with Contractor	\$14,120	\$ 1,097.15	\$ 1,288.33	\$ 16,505.48	\$ 14,930.09	\$ 1,575.39
4	POST-CONSTRUCTION SERVICES AND REPORTING						
4.1	Conduct Substantial Completion Inspection/Generate Punch List	\$5,020	\$ -	\$ -	\$ 5,020.00	\$ -	\$ 5,020.00
4.2	Final Inspection and Release of Retainage Recommendation	\$2,270	\$ -	\$ -	\$ 2,270.00	\$ -	\$ 2,270.00
4.3	Post-Construction Project Completion Report and Certification to FDEP and USACE	\$5,000	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
4.4	Post-Construction Project Completion Report and As-Built Certification to City	\$5,000	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
5	PUBLIC COMMUNITY RELATIONS						
5.1	Public Communications	\$4,630	\$ (1,156.00)	\$ -	\$ 3,474.00	\$ 3,474.00	\$ -
5.2	Public/Website Progress Reports	\$7,000	\$ (213.00)	\$ -	\$ 6,787.00	\$ 5,887.00	\$ 900.00
TOTAL		\$214,300.00	\$28,188.91	\$14,250.01	\$256,738.92	\$221,307.32	\$35,431.61

Amendment 2 Assumptions:

- 1 Substantial Completion 12/31, an amendment 2 extension of 12 weeks.
- 2 Amendment 2 provides for 11 ECE On-Site Inspections conducted between Oct 1 - Dec 31.
- 3 Regular Construction Administration Continues estimated at 2-3 hours per week for Oct 1 - Dec 31.
- 4 ECE will process up to two contractor pay applications between Oct 1 - Dec 31.