

**REVISED SECOND AMENDMENT TO AGREEMENT
(CONSTRUCTION MANAGER-AT-RISK SERVICES)**

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Construction Manager-at-Risk Services is made and entered into this **6th day of May, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **MANHATTAN CONSTRUCTION (FLORIDA), INCORPORATED**, a Florida Profit Corporation (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Construction Manager-at-Risk Services, dated **March 4, 2015** (the "Original Agreement") (Reference Original Bid No. **RFQ 15-004** and Original Clerk Tracking No. **15-00023** for services associated with **Construction Manager at Risk Pier Renovation Project: Second Amendment: Adding additional Restroom renovations to Basis of Compensation** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Consultant 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, Time" shall be amended to October 30, 2015 for the provision of additional time the Consultant will have for the completion and close out of the Project, **Construction Manager at Risk Pier Renovation and Restrooms**:
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of a **(GMP) Guaranteed Maximum Price of \$844,943.00 that includes an \$80,000.00 contingency and allowance fee** for Pier Restroom Renovations. **Attachment A-1 Scope of Services and Basis of Compensation** is 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

CONSULTANT:

MANHATTAN CONSTRUCTION (FL), INC.
3705-1 Westview Drive
Naples, Florida 34104
Attention: **Gordon Knapp**, Sr V P-SWFL

By: Gordon Knapp
(Signature)

Printed
Name: Gordon Knapp
Title: Senior Vice President – SWFL_

FEI/EIN Number: On File
A Florida Profit Corporation

Mary Stein
Witness (Signature)
Printed
Name: Mary Stein

Manhattan Construction (Florida), Inc. 239.643.6000 (office)
 3705-1 Westview Drive 239.643.0090 (facsimile)
 Naples, Florida 34104 www.manhattanconstruction.com



Construction Manager at Risk – Pier Restroom Renovation

CLARIFICATIONS / QUALIFICATIONS / ASSUMPTIONS

The Clarifications/Qualifications/Assumptions contained in this GMP constitute the final agreement concerning each of these items and supersedes any and all prior agreements, correspondence and understandings between the parties.

GENERAL

1. Please find attached 2 additional documents titled:
 - a. GMP #2A - Pier Restrooms per plans and specification
 - b. GMP #2B - Pier Restrooms Value Engineering & Allowances
 - NOTE: As of the meeting held with the City of Naples on Aril 27, 2015; the current design reflects the GMP #2A Pier Restrooms per plans and specifications document. The current design exceeds the City of Naples budget and we were asked to reduce cost by eliminating some finishes, changing specifications, and other means in order to meet the City of Naples \$600,000 budget for the Pier Restroom project.
 - The GMP #2B Pier Restrooms Value Engineering & Allowance document reflects what has been requested in order to meet the desired budget. However, in order to achieve this, we have also had to remove the \$80,000 contingency in order to achieve the desired budget of \$600,000.
 - In order to proceed with these contract terms we would also request a line item of \$60,000 at a minimum be added for contingency as mentions in 1.b above.

2. The GMP is not a line item GMP. Line items are shown with estimated unit rates as back-up for the basis of the GMP proposal. Line items that are overrun may be funded by items that have not been to achieve the guaranteed maximum price.

3. The GMP assumes unrestricted access to the work sites.

4. The City has agreed to allow the Construction Manager to utilize and secure half of the Naples Pier metered parking lot for parking and storage at no cost for the duration of this project.

5. The GMP assumes the project has been designed by the Design Engineer to meet ADA, FBC, FDEP, FWC, USACE and City of Naples requirements.

SCHEDULE, WEATHER & WORK HOURS

6. It is understood that a Notice to Proceed must be provided by the City upon execution of the Agreement to permit the procurement of all materials in advance of the construction start.

7. The GMP is based on a standard work week. The normal work week will be Monday through Friday and normal work hours will be 7:00 am to 5:30 pm.

8. Construction Manager will record on the daily reports occurrences of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work

on critical path activities for 20 percent or more of the scheduled work day. The Project schedule includes an allowance of 5 days for adverse weather delays and weather related site condition delays. Any weather delays or weather related site conditions delays that effect the critical path for more than allowed above will be considered a Change in the Project and an appropriate time extension will be issued to the GMP.

9. The GMP assumes that there will be no restrictions on the number of hours per day or on the number of days per week that construction operations will be allowed to occur. If such restrictions are placed on the construction operations, and the restrictions results in a delay to the project, such restrictions will be considered a change in the project and an appropriate Owner Contingency authorization or a change order will be issued to the GMP.
10. The GMP assumes that the Owner including any consultants / representatives (Design Engineer, Owner representative...) will respond to the following requests that affect the critical path within the time frame stated to prevent delays in the project:
 - a. Submittals – 5 business days
 - b. RFI's – 2 business days
 - c. RCO's or Contingency Authorizations – 3 business days
 - d. Pay Application review – 5 business days
 - e. Punch list / inspection reports – 2 business days
 - f. Contingency Authorization – 1 day
11. Construction Manager reserves the right to revise and change the sequence of work and schedules as necessary.

WARRANTIES

12. The GMP assumes the one year warranty period for this project will begin when the work of this GMP achieves Substantial Completion.

INSURANCE

13. The GMP assumes the Owner will be responsible for and pay for any builder's risk insurance deductibles.

SOIL INVESTIGATION DATA & SITE CONDITIONS

14. The GMP is based on the information contained in the plans. If actual subsurface conditions encountered vary from those indicated on the plans and the variances cause additional cost and/or time to the Construction Manager or any of the Construction Manager's Subcontractors, the additional costs and/or time will be considered a change in the Project and an appropriate Allowance authorization or a change order will be issued to the GMP.

CONTINGENCY.

15. As requested by the City the GMP excludes a Construction Manager Contingency for the exclusive use by the Construction Manager. Any remaining balance of an Owner Contingency shall be returned to the City after the Project is closed out. Owner Contingency excludes CM Fee. Construction Manager fee shall be added to any Contingency Authorizations at a fixed fee rate of five percent.

ALLOWANCES.

16. The GMP includes allowances. Allowances will not be spent without approval from the Owner. Allowances are provided only as estimated amounts. When the allowance costs are assembled, the GMP will be adjusted to reflect the difference between the total actual cost to complete the work item and the allowance amount for the work item. If the total actual cost of the allowance work item is less than the allowance amount of the work item, the GMP will be reduced by the amount of the difference. If the total actual cost of the allowance work item is greater than the allowance amount of the work item, the GMP will be increased by the amount of the difference. The status of the allowance work items will be tracked and reported.



City of Naples Pier Restroom Renovations

3705-1 Westview Drive Naples, FL 34104 PH: (239) 643-6000

April 25, 2015

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Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
Pre-Construction (PIER & RESTROOMS)								
010030	Pre-Construction Services	480	HOURS	97	46,560			46,560
Total Pre-Construction Services (PIER & RESTROOMS)								
					46,560	0	0	46,560

Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
General Conditions (Restrooms Only)								
010030	Project Manager	160	HOURS	97	15,520			15,520
010040	Superintendent	320	HOURS	81	25,920			25,920
010060	Field Office Manager	128	HOURS	34	4,352			4,352
010070	Safety Engineer	8	HOURS	123	984			984
010170	Scheduling Engineer	10	HOURS	51	510			510
010535	Plan Reprographics	1	LS	300			300	300
011515	Temporary Office	1	MONTHS	500			1,000	1,000
011525	Office Equipment	2	LS	0			0	0
012505	Office Supplies	1	LS	400			400	400
012560	Water	2	MONTHS	100			200	200
013520	Temporary Power	2	MONTHS	200			400	400
013525	Phone/Internet Service	2	MONTHS	120			240	240
015100	Generator & Fuel	2	MONTHS	1,000			2,000	2,000
Total General Conditions					47,286	0	4,540	51,826

Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
General Requirements								
011545	Storage Containers	1	MONTHS	500			500	500
012510	Postage & Fast Mail	1	MONTHS	150			150	150
012530	Safety Supplies	1	LS	750			750	750
012550	Aerial Photos	1	EA	200			200	200
012550	Job Site Pre/Post Audio-Video	0	EA	0			0	0
01255	Temporary Toilets - Construction	4	MONTHS	150			600	600
012555	Temporary Toilets - Public	8	WEEKS	600			4,800	4,800
013060	Traffic Control, Signage & Public Notification	1	LS	1,500			1,500	1,500
324030	Temporary Fencing & Gates (Included in Pier GMP)	0	LS	0			0	0
015580	Equipment Rental	1	LS	3,500			3,500	3,500
013190	Miscellaneous Tools	1	LS	1,500			1,500	1,500
014010	Clean Up Periodical	8	WEEKS	200			1,600	1,600
014010	Final Clean Restrooms	1	LS	1,500			1,500	1,500
014040	Dumpster Rental	8	EA	400			3,200	3,200
015580	Life Boat	0	WEEKS	0			0	0
Total General Requirements					0	0	19,800	19,800
Survey, QC & Misc. Engineers/Consultants								
011010	Environmental Survey & Monitoring	80	HOURS	100			8,000	8,000
010200	Survey/Infg, Layout & As-Built	1	LS	8,000			8,000	8,000
012090	Material Testing & PDA	1	LS	7,500			7,500	7,500
Total Survey, QC & Misc. Engineers/Consultants					0	0	23,500	23,500



Manhattan
Building Excellence


City of Naples Pier Restroom Renovations

3705-1 Westview Drive Naples, FL 34104 PH: (239) 643-6000

April 25, 2015

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Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
Bid Packages - Restrooms								
2A	Demolition & Clearing/ Grubbing	1	LS	15,000			15,000	15,000
2B	Abatement Survey & Removal (NOT INCLUDED)	0	LS	0			0	0
2C	Erosion Control	1	LS	1,500			1,500	1,500
2D	Brick Pavers (Protection, Removal & Replacement)	1	LS	8,500			8,500	8,500
3A	Pre-Stressed Piling	1	LS	40,000			40,000	40,000
6A	Concrete & Masonry	1	LS	65,000			65,000	65,000
6B	Carpentry	1	LS	130,000			130,000	130,000
7A	IPE Wall / Ceiling Material & Fasteners	1	LS	25,000		25,000		25,000
7B	Roofing	1	LS	42,000			42,000	42,000
8A	Trusses	2	EA	42,000				84,000
8B	Doors, Frames & Hardware	1	LS	3,500		7,000		10,500
9A	OH Door	1	LS	4,800		4,800		9,600
9B	Flooring	1	LS	1,000			1,000	1,000
10A	Painting & Waterproofing	1	LS	30,900			30,900	30,900
10B	Specialties	1	LS	16,500			16,500	16,500
10C	Signage	1	LS	28,900			28,900	28,900
15A	Louvers & Vents	1	LS	4,500			4,500	4,500
16A	Plumbing	1	LS	32,575		32,575		65,150
16A	Plumbing Pressure System & HW (NOT INCLUDED)	1	LS	68,000			68,000	68,000
16A	Electrical	0	LS	0			0	0
16A	Electrical	1	LS	45,000			45,000	45,000
Total Bid Packages					0	69,375	496,800	566,175
Item Code	Description	Quantity	Unit	Unit Price	Labor	Material	Sub/Vendor	Item Total
Contingency & Allowances								
019100	CM Contingency							
017010	Misc. Permits Allowance							50,000
019130	Plumbing Pressure System & HW Allowance							5,000
019130	Utility Service Connections Allowance							0
019130	Existing Structure Repair / Replacement Allowance							15,000
Total Contingency & Allowances								80,000

		<h2 style="text-align: right;">Standard Estimate Report</h2>		
Description	Sub Totals		%	
Labor	\$ 93,846		13%	
Material	\$ 69,375		10%	
Subcontract	\$ 544,640		77%	
Other	\$ -			
	\$ 707,861	\$ 707,861		
Material Tax	\$ 4,163		6.00%	
Labor Burden	Included		58%	
	\$ -	\$ 707,861		
Builder's Risk Insurance	\$ 5,380		0.76%	
Longshoreman's Insurance	\$ -		0.10%	
General Liability Insurance	\$ 5,804		0.81%	
	\$ 11,184	\$ 719,045		
CM Contingency	\$ 50,000			
Allowances	\$ 30,000			
	\$ 80,000	\$ 799,045		
Bond: Payment & Performance	\$ 5,663		0.80%	
	\$ 5,663	\$ 804,708		
C.M. (Fixed Fee)	\$ 40,235		5.00%	
	\$ 40,235	\$ 844,943		
	Total:	\$ 844,943		



**EXHIBIT D
LIST OF DRAWINGS**

**CITY OF NAPLES
PIER & RESTROOM RENOVATIONS**

Sheet Number	Description	Original Date	Revised Date	Revised Date	NOTES
Pier Set					
Drawings as prepared by TKW Consulting Engineers, Inc.					
S101	Layout General Notes	02/16/15	04/08/15		Add No. 3 04/09/15
S102	Partial Framing Plan	02/16/15	04/08/15		Add No. 3 04/09/15
S103	Partial Framing Plan	02/16/15			MCF Bid Set 03/20/15
S104	Partial Framing Plan	02/16/15			MCF Bid Set 03/20/15
S105	Partial Framing Plan	02/16/15			MCF Bid Set 03/20/15
S201	Framing Sections and Details	02/16/15			MCF Bid Set 03/20/15
S202	Framing Sections and Details	02/16/15			MCF Bid Set 03/20/15
S203	Framing Sections and Details	02/16/15	04/08/15		Add No. 3 04/09/15
Drawings as prepared by Matern Professional Engineering, Inc.					
Electrical					
E001	Electrical Legend Notes and Schedule	02/16/15	03/20/15	03/31/15	Add No. 3 04/09/15
E002	Electrical Specifications	02/16/15			MCF Bid Set 03/20/15
E003	Electrical Specifications	03/31/15			Add No. 3 04/09/15
E101	Pier Renovation Electrical Plan	02/16/15	03/20/15	03/31/15	Add No. 3 04/09/15
E401	Partial Plan Pier Lighting Photometrics	02/16/15	03/20/15		Add No. 3 04/09/15
E402	Partial Plan Pier Lighting Photometrics	02/16/15	03/20/15		Add No. 3 04/09/15
Plumbing					
P101	Pier Renovation Plumbing Plan	02/16/15	03/31/15		Add No. 3 04/09/15
Restroom Set					
Drawings as prepared by MHK Architecture and Planning					
A0.0	Abbreviations & General Notes	Not Dated	04/03/15		Add No. 3 04/09/15
A2.1	Existing and Proposed Site Plan	Not Dated	04/03/15		Add No. 3 04/09/15
A2.2	Reflected Ceiling Plan	Not Dated	04/03/15		Add No. 3 04/09/15
A2.3	Finish & Door & Hardware Schedule	04/03/15			Add No. 3 04/09/15
A3.1	East Elevation	Not Dated	04/03/15		Add No. 3 04/09/15
A3.2	Men: North Elevation	Not Dated	04/03/15		Add No. 3 04/09/15
A3.3	West Elevation	Not Dated	04/03/15		Add No. 3 04/09/15
A3.4	Women: South Elevation	Not Dated	04/03/15		Add No. 3 04/09/15
A3.5	Men: South Elevation	Not Dated	04/03/15		Add No. 3 04/09/15
A4.1	Building Section	Not Dated	04/03/15		Add No. 3 04/09/15
A5.1	Interior Elevations	Not Dated	Not Dated		Add No. 3 04/09/15
Drawings as prepared by TKW Consulting Engineers, Inc.					
S101	General Notes Wind Pressures	03/31/15			Add No. 3 04/09/15
S102	Floor Framing Plan	03/31/15			Add No. 3 04/09/15



**EXHIBIT D
LIST OF DRAWINGS**

**CITY OF NAPLES
PIER & RESTROOM RENOVATIONS**

Sheet Number	Description	Original Date	Revised Date	Revised Date	NOTES
S103	Mezzanine & Roof Framing Plans	03/31/15			Add No. 3 04/09/15
S201	Framing Sections & Details	03/31/15			Add No. 3 04/09/15
S202	Framing Sections & Details	03/31/15			Add No. 3 04/09/15
S203	Building Sections	03/31/15			Add No. 3 04/09/15
Drawings as prepared by Matern Professional Engineering, Inc.					
<i>Electrical</i>					
E102	Restroom Power Plans	03/31/15			Add No. 3 04/09/15
E403	Restroom Lighting Plans	03/31/15			Add No. 3 04/09/15
E601	Electrical Riser Diagram & Schedules	03/31/15			Add No. 3 04/09/15
<i>Plumbing</i>					
P001	Legend Notes Specifications Plumbing	02/16/15	03/31/15		Add No. 3 04/09/15
P102	Restroom Plumbing Plans	03/31/15			Add No. 3 04/09/15
P301	Restroom Plumbing Plans	03/31/15			Add No. 3 04/09/15