

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

THIS THIRD AMENDMENT (the "Third Amendment") to the Contract for Construction Manager-at-Risk Services is made and entered into this 19th day of August, 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: Third Amendment: Attachment A-1: Concession Stand, Storage & Fishing Pavilions Improvements; Attachment A-2: Pier Fire Line renovation additions to the ('Project')**; and

WHEREAS, the parties desire to amend the Original Agreement by this Third 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 **November 10, 2015** for the provision of additional time the Consultant will have for the completion and close out of the **Construction Manager at Risk Pier Renovation Project**.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$219,363.00** as indicated in **Attachment A-1: \$144,966.00 for Concession Stand, Storage & Fishing Pavilions Improvements and Attachment A-2: \$74,397.00 for added Pier Fire Line renovation additions to the Project. Both of the Attachments A-1 & A-2 Scope of Services and Basis of Compensation** are 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.

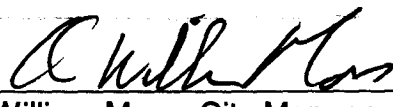
IN WITNESS WHEREOF, the City and the Consultant have caused this Third Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

CITY OF NAPLES, FLORIDA

ATTEST:

By: 
Patricia E. Hambosk, City Clerk

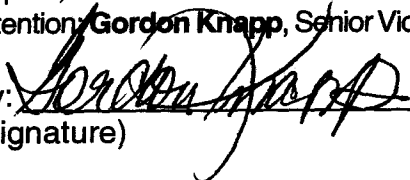
By: 
A. William Moss, City Manager

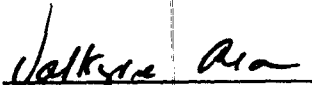
Approved as to form and legal sufficiency:

By: 
Robert D. Pritt, City Attorney

CONSULTANT:

MANHATTAN CONSTRUCTION (FL), INC.
3705-1 Westview Drive
Naples, Florida 34104
Attention: **Gordon Knapp**, Senior Vice President

By: 
(Signature)


Witness (Signature)

Printed Name: Valkyrie Alden

Printed Name: GORDON KNAPP

Title: SR. VICE PRESIDENT

FEI/EIN Number: On File
A Florida Profit Corporation





August 11, 2015

**Mr. Rony Joel
573 Bald Eagle Drive
Marco Island, FL 34145**

**Project: Naples Pier & Restroom Renovations
RE: Concession Stand, Storage & Fishing Pavilions Improvements**

Dear Mr. Joel:

We are pleased to provide you with a lump sum proposal for the additional scope of work requested for the Naples Pier & Restroom Renovations project which includes roof replacement, new siding & associated framing, shutter replacement, door/frame/hardware replacement, new Ipe (exterior) and granite (interior) countertops, new TV wall framing & glass with shutter, new restroom entrance opening shutters, painting and associated demolition for the pier building upgrades. The attached proposal is based on field discussions and RFI #12. This proposal is valid until 8/21/15.

Cost of the Pier Improvements.....\$144,966.00

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

Sincerely yours,

MANHATTAN CONSTRUCTION

**Brett Martin
Project Manager**

NAPLES PIER & RESTROOM RENOVATIONS
CONCESSION STAND, STORAGE & FISHING PAVILIONS IMPROVEMENTS
Estimate Summary

10 Schedule Change Days

Manhattan Construction
3705-1 Westview Drive
Naples, FL 34104
Phone: 239-688-4778

1	Remove & Install New Roofing	\$65,843
2	Remove Existing Shakes and Felt	Incl in above
3	Install new 5/8" CDX plywood on existing betters	Incl in above
4	Install Polystick 60 mil membrane & felt at shakes	Incl in above
5	Install Hand Split 24" cedar shakes	Incl in above
6	Install Metal flashing and trim - 24 ga standard kynar	Incl in above
7	Remove existing deteriorated wall framing, siding & trim	\$1,800
8	Install new wall framing and marine plywood as necessary	\$3,800
9	Install hardie board siding, trim & moisture barrier	\$21,560
10	Install (3) new doors, frames & hardware at concession & storage	\$3,000
11	Remove & Install new counter brackets & ipe counter (outside)	\$1,800
12	Remove & Install new counter brackets & Level 1 granite countertop (inside)	\$3,000
13	Install (3) new manual operated window shutters	\$5,000
14	Install wall framing & support for 42" TV (provided by other)	\$750
15	Install impact glass at TV viewing box	\$600
16	Install (1) new manual operated window shutter for TV	\$950
17	Install (2) new manual operated shutters at restroom openings	\$5,500
18	Caulking & Painting	\$5,000
19	Protection of New Deck	\$1,750
20	Disposal / Dumpster Rental	\$2,500
21	General Conditions	\$12,285
22	GL, Longshoreman's & Builders Risk Insurance (2%)	\$2,457
23	Performance & Payment Bond (1%)	\$1,229
24	Fee (5%)	\$6,143

*This proposal is our interpretation of scope. No design, details or specs were provided

*This proposal excludes permits and assumes no further improvements are necessary for code compliance

*This proposal excludes removal and replacement of existing cedar lattice, gable wall & exposed ridge beams

*This proposal excludes removal and replacement of existing trusses & fascia

*This proposal excludes fascia on fishing pavilion (None existing)



August 11, 2015

Mr. Rony Joel
573 Bald Eagle Drive
Marco Island, FL 34145

Project: Naples Pier & Restroom Renovations
RE: Added Pier Fire Line (Revised - VE)

Dear Mr. Joel:

We are pleased to provide you with a proposal for the additional scope of work requested for the Naples Pier & Restroom Renovations project which includes a complete design build package of a manual 4" dry SS standpipe system on the pier ending at the concession stand. The attached proposal is based on field discussions, meetings with the Fire Dept. and City requested revision from our previous proposal for the fire line on the entire pier (AR#8). The time extension requested to complete this added scope is 5 days. This proposal is valid until 8/21/15.

Cost of the Pier Fire Line.....\$74,397.00

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

Sincerely yours,

MANHATTAN CONSTRUCTION

Brett Martin
Project Manager



Authorization Request

Detailed Form, Grouped by Number (with CII Breakdown)

Naples Pier Restoration Project

25 12th Avenue South
Naples, Florida 34102

Tel: 239-649-8000
Fax:

Manhattan Construction (FL), Inc.
Project # 7580

To: Brett Martin
Manhattan Construction (FL), Inc.
3705-1 Washburn DR
Naples, FL 34104

From: David Lykins
City of Naples
236 Riverside Circle
Naples, FL 34102

Pier Fire Line Proposal-OPTION 2

Pending

Submitted

8/18/2015

5

\$74,987.00

Notes

OPTION 2

This proposal is to provide a complete design-build package of a manual 4" dry standpipe system on the Pier. This proposal includes a 200 PSI hydrostatic test. Flow testing is not included as it is assumed the Fire Department can provide at no cost to The City. The specifics of scope are as follows:

1. 820 LF of 4" stainless steel pipe rated to allow 500 GPM and 180 PSI.
2. 130 type 316 stainless steel hangers.
3. (2) Hose valve stations spaced approximately 250'. One located within 50' of concession stand and one located within 50' of the end of the pier.
4. (1) Fire Dept. connection to be located at the SE corner of the new men's restroom building.
5. (1) Check valve
6. (1) Excavation

Schedule Change Days: 5

014

8/18/2015

\$74,987.00

5

Owner Change

Owner Change

Description

Naples Pier Fire Line-OPTION 2

Notes

This proposal is to provide a complete design-build package of a manual 4" dry standpipe system on the Pier. This proposal includes a 200 PSI hydrostatic test. Flow testing is not included as it is assumed the Fire Department can provide at no cost to The City. The specifics of scope are as follows:

1. 820 LF of 4" stainless steel pipe rated to allow 500 GPM and 180 PSI.
2. 130 type 316 stainless steel hangers.
3. (2) Hose valve stations spaced approximately 250'. One located within 50' of concession stand and one located within 50' of the end of the pier.
4. (1) Fire Dept. connection to be located at the SE corner of the new men's restroom building.
5. (1) Check valve
6. (1) Excavation

Schedule Change Days: 5

Cost Item Breakdown:

001	Furnish & Install Fire Line	\$58,850.00
002	General Conditions	\$9,000.00



Authorization Request
Detailed Form, Grouped by Number (with CE Breakdown)

003	GL Insurance	\$1,177.00
004	Payment & Performance Bond	\$1,770.00
006	Fee	\$3,000.00

Authorization Request: 000

Approved By:

Scott Martin - Project Manager

SIGNATURE

DATE

Naples Pier Restoration Project
Project Manager

Project # 7580