

**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 **17th day of August, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **KIMLEY HORN AND ASSOCIATES, INCORPORATED**, a North Carolina Corporation (the Consultant").

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **August 20, 2014** (the "Original Agreement") (Reference Original Bid No. **RFP 14-049** and Original Clerk Tracking No. **14-00105** for services associated with **Professional Services for Central Avenue Improvements Project: Second Amendment: Additional Time and 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 **May 1, 2016** for the provision of additional time the Consultant will have for the completion and close out of the Project: **Professional Services for Central Avenue Improvements**.
3. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$55,252.00** for City of Naples Central Avenue Improvements Project. **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

**KIMLEY HORN AND ASSOCIATES, INC.**  
1777 Main Street, Suite 200  
Sarasota, Florida 34236  
Att: **Gary Nadeau, P.E./Project Manager**  
FEI/EIN Number: 56-0885615 (NC)  
A North Carolina Corporation

*Peggy Jean Getzian*  
Witness (Signature)

Printed Name: *Peggy Jean Getzian*

By: *Gary J. Nadeau*  
(Signature)

Printed Name: *Gary J. Nadeau, P.E.*

Title: *Vice President*

Amendment to Professional Services Agreement



City of Naples, Florida, August 4, 2015,  
Consulting Engineering Agreement Additional Services 2.0: Central Avenue from 8<sup>th</sup> St. to Riverside Circle, Page 1

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**CONSULTING ENGINEERING AGREEMENT FOR:**  
***Central Avenue Improvements from 8<sup>th</sup> St. to Riverside Circle***

**PURPOSE**

The purpose of this SUPPLEMENTAL AGREEMENT is to describe the additional scope of work resulting from the design progression from conception through 60% plans and subsequent changes requested by the City Council at the June 2015 presentation. The limits of the improvements are identified from 8<sup>th</sup> St. to Riverside Circle, and generally consist of all improvements needed for the streetscape improvements to ultimately accommodate improved vehicular, pedestrian and bicycle movements along project corridor to Riverside Circle for a total distance of approximately half (1/2) mile.

The resulting additional services are outlined below:

**ADDITIONAL SCOPE OF SERVICES**

***Task 1 – Extension of City Owned Utilities to 8<sup>th</sup> St.***

**Utility Replacement from 8<sup>th</sup> St. to 9<sup>th</sup> St.**

As a result of the complete street improvement from 8<sup>th</sup> St. to 9<sup>th</sup> St. it is likely that the existing 6 in. AC water main will be compromised during construction. Kimley-Horn recommended at the June 2015 council presentation that the City consider replacing and upgrading the water main within this segment of Central Avenue. City of Naples engineering staff concurred that it would be best to replace the existing water main from 8<sup>th</sup> St. to 9<sup>th</sup> St. with a 8 in water main for a distance of 600ft and directionally drill under US 41 to connect into the 8 in. water main east of US41. The design and production aspects and submittal requirements will be consistent with the original project scope of services.

**Task 2 – Additional Roadway Management/Design Services**

**A. Project Administration**

The original project schedule and resulting project administration was based on an 8 month schedule. As a result of community input involving multiple stakeholder meetings, council meetings and coordination with City staff the project schedule was delayed to allow more time to build community consensus and support. City Council requested several modifications to the design as reflected in this additional services request which will require administrative time implement. As a result of the project related changes, the project schedule will likely extend to December of 2015 with construction to commence after the peak season in 2016.

**General/Project Administration**

Project administration activities will be undertaken throughout the project that will include the following:

1. *Coordination:* The ENGINEER will meet/discuss with the CITY to review/coordinate the progress of work, to conduct project reviews and to coordinate with utility companies.
2. *Progress Reports and Invoices:* The ENGINEER will prepare a monthly progress report to be included with the monthly invoice.



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### **B. Pervious Pavement Incorporation**

At the June 2015 presentation to City Council, Council approved the incorporation of pervious pavement within the parking lanes and truck aprons, if engineering can prove that they will stand up to the wheel loads. Therefore, additional engineering effort is necessary to design, analyze and incorporate pervious pavement in the parking lanes, including underdrain and details to support construction operation.

### **C. On-Street parking at 1075 Central**

At the June 2015 City Council presentation, Council members questioned why parallel parking was not previously included along the 1075 Central property since an agreement is nearly finalized to transfer Right-of-Way from the property to the City providing the opportunity to accommodate parallel parking. As a result of the Council presentation, City engineering staff is now requesting that the improvement plans be modified to incorporate parallel parking at 1075 Central. City staff is currently working with the adjacent property owner and it is anticipated that the additional right-of-way necessary to construct parallel parking will be in place prior to construction of the corridor. As a result it is in the best interest of the City to incorporate the parallel parking and revise the improvement plans to accommodate the parallel parking and sidewalk along the 1075 property. As a result of the parallel parking, roadway, drainage and signing and marking plans will be modified to accommodate the new parking.

### **D. Additional Roadway/Drainage Design and Survey along 12<sup>th</sup> St.**

As a result of the delay in construction for the 1075 Central project it is anticipated that the City will need to now construct the entire segment of drainage along 12<sup>th</sup> St., including restoration of several segments of 12<sup>th</sup> St. from Central Avenue to 3<sup>rd</sup> Avenue north which will ultimately serve as one of the outfalls for the Central Avenue improvement project. This will require the preparation of additional roadway and drainage plans along 12<sup>th</sup> St. to design the ultimate connection to the manhole structure. In addition to the engineering design, topographic survey will be necessary to extend the drainage system to the 3<sup>rd</sup> Ave. N manhole.

## **SCHEDULE**

The ENGINEER will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services will be completed in Six (6) months after Notice to Proceed is received unless there are delays outside of the ENGINEER's control, such as delays associated with right-of-way issues and negotiations, unanticipated design or permitting issues, CITY requested design changes etc.

## **FEE**

The ENGINEER will perform the services described in Tasks:

Task	Description	Fee
1	<i>Extension of City Owned Utilities to 8<sup>th</sup> St.</i>	Lump Sum: \$9,634.00
2	<b>Additional Roadway &amp; Drainage Services</b>	Lump Sum: \$45,618.00
	<b>Grand Total</b>	<b>Lump Sum: \$55,252.00</b>



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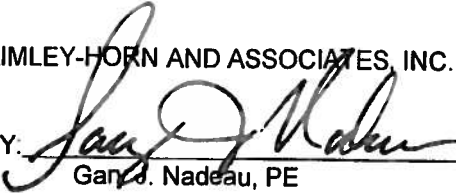
All permitting, application, and similar project fees will be paid directly by the CITY. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED:

CITY OF NAPLES  
COLLIER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:   
Gary J. Nadeau, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: August 6, 2015

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