

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT (CCNA)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Professional Services is made and entered into this 15th **day of December 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **CARDNO, INC.**, a Delaware Corporation (the "Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement on **August 19, 2015** (Bid No. 15-050 and Clerk Tracking No. 15-00131 (the "Original Agreement")) to furnish Professional Services related to **Gordon River Connector Bridge and Boardwalk**: (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First 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 Section 3.1, Time" shall be amended for the provision of additional time by the Consultant with a completion date of **December 31, 2016 and with a 90-day Project Close Out time frame**.
3. "Article Four, Compensation" shall be amended for the provision of additional fees for said Project by the Consultant in the amount of \$18,500.00 as indicated in **Attachment A-1** with is attached and made a part of this Agreement.
4. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This First 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 Contractor have caused this First 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 L. Ramboski
Patricia L. Ramboski, City Clerk

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:

Cardno, Inc.
551 N. Cattleman Road, Suite 106
Sarasota, Florida 34232
Attention: **Douglas E. Stoker, P.E.**
Transportation Practice Group Leader
FEI/EIN Number. On File State (DE)

Rose Burt
Witness (Signature)

Printed Name: ROSE BURT

By: Douglas Stoker
(Signature)

Printed Name: Douglas Stoker

Title: Branch Manager

Amendment to agreement



EXHIBIT 'A' AMENDMENT TO SCOPE OF SERVICES

BRIDGE/BOARDWALK TRANSITION, ADDITION OF 100 FOOT BRIDGE SPAN ON WEST END, AND ADVANCED GAZEBO STRUCTURAL DESIGN

PROJECT BACKGROUND AND EXHIBIT 'A' AMENDEMENT

On July 24, 2015 City Council authorized Cardno to proceed with the design of the Gordon River Bridge Connector and Boardwalks. The bridge over Gordon River consisted of three spans: 65'-100'-65' totaling 230 feet. The west end of the bridge terminated at the eastern portion of the Baker Park peninsula followed by the west end boardwalk approach. On November 16, 2015, City Council held a workshop and reviewed the bridge configuration; and directed Cardno that an additional 100 foot span be added to the west side of the bridge to provide for enhanced use of the peninsula.

The additional work includes the following modifications to our current design and construction plans:

1. Changes in horizontal alignment at west end.
2. Changes in vertical alignment for the bridge section and at west end boardwalk as it connects to the temporary path.
3. Changes in cross sections for the temporary path.
4. Modifications to bridge and west side boardwalk foundation layout sheets.
5. Coordination with Geotechnical engineer on pile loads and pile data sheet and foundation detail sheets.
6. Modifications to plan and elevation bridge cad sheets.
7. Modifications to estimated quantities and construction cost.
8. Coordination with architect on new gazebo architectural design: geometry, horizontal and vertical load distribution to connect to bridge pier.

COMPENSATION

In accordance with Article 4 of the Agreement CITY will compensate CONSULTANT in accordance with the Lump Sum (LS) method of payment as follows:

Additional Work - described above	LS	\$18,500

Attachment 1 to this EXHIBIT 'A' AMENDMENT provides a resource loaded task analysis documenting the basis of compensation.

Exhibit 'A' - Attachment 1. Sheet 1 of 2

Gordon River Connector Bridge and Boardwalk

Task : 2.6 - Structural Amendment

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
Plans	LS	1	122	8	122	
Miscellaneous Tasks						
2 General Notes and Bid Item Notes	Sheet	1	1		1	
5 Coordination, calculations and quantities	LS	1	12		12	
6 Technical meetings	LS	1	8		8	
Bridge						
1 Geometry - vertical and horizontal	LS	1	8		8	
3 Plan and Elevation	Sheet	1	8	1	8	
4 Foundation layout	Sheet	1	6	1	6	
5 Foundation notes & pile recommendations	EA	1	1		1	
13 Concrete beam designs	EA	1	1		1	
14 Table of Beam Variables	Sheet	1	1	1	1	
15 Superstructure Plan	Sheet	1	6	1	6	
16 Superstructure Section and Details	Sheet	1	6	1	6	
17 Miscellaneous details design - Gazebo	EA	1	15		15	
18 Miscellaneous Details - Gazebo	Sheet	1	15	0	15	
20 Finish Grade Elevations	Sheet	1	2	0	2	
West Boardwalk						
1 Geometry - vertical and horizontal	EA	1	10	0	10	
3 Plan and Elevation - West Boardwalk	Sheet	1	8	1	8	
5 Foundation Layout	Sheet	1	8	1	8	
2 End Bent Plan and Elevation	Sheet	1	4	0	4	
11 Finish Grade Elevations	Sheet	1	2	1	2	
SUBTOTAL					122	
Quality Control	8%				10	
Supervision	4%				5	
Coordination	4%				5	
TOTAL					142	

ACTIVITIES/ FEE ESTIMATE COMPUTATIONS

**Gordon River Connector Bridge and Boardwalks
Engineering Services for Additional 100 foot Bridge Span
and Advanced Gazebo Structural Design - 12/7/2015**



ACTIVITY	Principal		Senior Project Manager		Senior Engineer		Engineer		Designer		CADD Technician		Clerical/Administrative		Cardno's Activity Fee	Cardno's Staff-hours By Activity	Subconsultant Costs	Total Costs
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate				
Subtask 2.6 - Structural - Amendment	9	\$206.00	28	\$172.00	45	\$157.00	0	\$123.00	0	\$100.00	55	\$81.00	5	\$62.00	\$18,500.00	142	\$0.00	\$18,500.00
TOTALS	9		28		45		0		0		55		5		\$18,500.00	142	\$0	\$18,500.00
check total																		
\$18,500.00																		