FIRST AMENDMENT
PROFESSIONAL SERVICES - CONSTRUCTION MANAGER-AT-RISK
Clerk Tracking No. 2017-00011 (16-00086)

THIS FIRST AMENDMENT (the “First Amendment”) to the Contract for Professional Services is made and entered into this 15th day of February 2017 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “CITY”), and MANHATTAN CONSTRUCTION (FLORIDA), INC., a Florida Corporation authorized to do business in Florida (the “CONTRACTOR”).

WHEREAS, the CITY and the CONTRACTOR entered into that certain Agreement on June 1, 2016; Bid No. 16-033 and Clerk Tracking No. 16-00086 (the “Original Agreement”) to furnish Construction Manager-at-Risk Pedestrian Bridge & Boardwalk (the ‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the CONTRACTOR will provide additional services pursuant to the terms and conditions contained herein.

WHEREAS, the parties are required by 119.0701 F.S. to amend the Original Agreement so that the CITY and CONTRACTOR will abide by 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 time for the Contractor to perform construction services with a completion date of 300 calendar days to substantial completion which includes being open to the public from the issuance of a Notice-to-Proceed (NTP) with construction/mobilization and 330 calendar days to final completion. City authorization to specifically purchase materials may be issued prior to the Notice-to-Proceed (NTP) and will not start the clock towards the indicated completion days. This Agreement will terminate on June 30, 2018.
3. **Liquidated Damages:** Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this First Amendment upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

4. “Article Four, Compensation” shall be amended for the provision of additional fees for Project: Construction Manager-at-Risk Pedestrian Bridge & Boardwalk Services by the CONTRACTOR in the amount of $4,195,418 as indicated in Attachment A-1 Basis of Compensation, attached and made a part of this First Amendment.

5. Retainage of (10%) ten percent will be a part of said First Amendment and future payments.

6. Attached and made part of this First Amendment include the Final Construction documents, as indicated in Attachment A-2 that were developed by Cardno, Inc., and signed and sealed on January 27, 2017.

7. "Article Five, Maintenance of Records" shall be amended to add Articles 5.2 and 5.3 as indicated below and made a part of this Amendment.

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**5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE.**

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

**5.3 The CONTRACTOR shall:**

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

8. 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.

9. 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.

10. 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.

END OF PAGE
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.

ATTEST:
By: Patricia L. Rambock, City Clerk

Approved as to form and legal sufficiency:
By: Robert Q. Pritt, City Attorney

CITY:
CITY OF NAPLES, FLORIDA
By: A. William Moss, City Manager

CONTRACTOR:
MANHATTAN CONSTRUCTION (FLORIDA), INC.
3705-1 Westview Drive; Naples, Florida 34104
Attention: Gordon Knapp, Sr. Vice President - FL

By: (Signature)

Witness (Signature)

Printed Name: Kourosh "KP" Pezeshki
Printed Name: Gordon Knapp

Title: Sr. Vice President - Florida
FEI/EIN Number: On File
A Florida Profit Corporation (FL)
# General Summary - Final

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## General Requirements

### Power For Offices

- Telephone Line
- Long Service
- Call Charges
- Office Supplies
- Postage
- Delivery Charges

### Temporary Facilities

- Temporary Toilets (2 units)
- Portable Toilets (3 units)
- Portable Showers (3 units)

### Project Management

- Project Executive/Foreman (5 days per week)
- Project Manager (Based on 5 weeks start-up & 5 weeks close-out)
- Superintendent (4 weeks)
- Project Engineer (2 weeks)
- Field Superintendent (5 days per week)
- Project Manager (Field Office Manager)

### Crew Management Summary

- 1,293,161

## General Requirement Summary

### Construction and General Requirement Total

- 1,293,161

## Cross Check Subtotal

- 1,293,161

## Total Cost

- 1,293,161