

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. 3.5 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.

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.
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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.

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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. Rambosk
Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

CONTRACTOR:

MANHATTAN CONSTRUCTION (FLORIDA), INC.

3705-1 Westview Drive; Naples, Florida 34104

Attention: **Gordon Knapp**, Sr. Vice President - FL

Witness (Signature)

By:

(Signature)

Printed

Name: Kourosh "KP" Pezeshkan

Printed

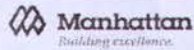
Name: Gordon Knapp

Title: Sr. Vice President - Florida

FEI/EIN Number: On File

A Florida Profit Corporation

(FL)



GORDON RIVER BRIDGE & BOARDWALK 100% CD ESTIMATE

Project Name: GORDON RIVER BRIDGE AND BOARDWALK

MCF JOB NUMBER: Nap. 16.11

Bid Team Captain: John Bagan

Date Created: 1/4/2017

Bid Date: 1/4/2017

Revised Bid Date: 1/20/2017

GENERAL SUMMARY - FINAL

MANHATTAN CONSTRUCTION (FLORIDA), INC.

BID PKG	DESCRIPTION	LABOR	MATERIAL	SUB	OTHERS / EQUIPMENT	TOTAL
CONST	CONSTRUCTION					
	MOBILIZATION			305,000	-	305,000
	BP 01L SURVEYING			20,000	-	20,000
	BP 02A SITE WORK & SITE PAVING			258,725	-	258,725
	BP 02C PRE-STRESSED CONCRETE PILES			237,375	-	237,375
	BP 02C 01 TIMBER PILES			378,125	-	378,125
	BP 02F LANDSCAPE / SOD / GRASS			7,000	-	7,000
	BP 03A CAST-IN-PLACE CONCRETE / BENTS			339,000	-	339,000
	BP 03B PLANT PRECAST STRUCTURAL PRECAST AASHTO BEAMS			333,545	-	333,545
	BP 05B MISC. METAL (BOLLARDS)			18,500	-	18,500
	BP 05C CABLE RAILS			258,400	-	258,400
	BP 06A 01 HEAVY TIMBER FRAMING / WOOD DECKING / P.T. WOOD (MATERIAL)			245,870	-	245,870
	BP 06A 02 HEAVY TIMBER FRAMING / WOOD DECKING / P.T. WOOD (LABOR)			372,080	-	372,080
	BP 06A 03 FASTENERS / CONNECTIONS / BEARING PADS			28,340	-	28,340
	BP 16A ELECTRICAL			400,000	-	400,000
	BP 06A 04 PAVILION (ADD ALTERNATE)			100,000	-	100,000
	SUB-BOND			25,125	-	25,125
	CONSTRUCTION SUMMARY			3,375,125	-	3,375,125
GRS	GENERAL REQUIREMENTS					
	Power For Offices			2,500	-	2,500
	Tele/Fax Local+Long Service			2,000	-	2,000
	Phone Co. Install Chgs			800	-	800
	Temporary Toilets (2-total)			1,500	-	1,500
	Mcc Trailers W/Furniture			2,000	-	2,000
	Setup & Tiedown Trailers, Incl. Transport / Demob			2,250	-	2,250
	ADA Steps & Ramp			400	-	400
	Job Office Equipment			800	-	800
	Office Supplies			1,500	-	1,500
	Postage			800	-	800
	Copy / Fax / Printer All-in-One			500	-	500
	First Aid Kit+Refills			250	-	250
	Job Sign / Temporary Signage / Safety Signage			800	-	800
	Project Closeout / Documentation			5,000	-	5,000
	Pressure Washing			2,600	-	2,600
	Testing Lab (Allowance)			15,000	-	15,000
	GENERAL REQUIREMENT SUMMARY			38,500	-	38,500
	CONSTRUCTION AND GENERAL REQUIREMENT TOTALS			3,413,625	-	3,413,625
7.50%	FEE			256,022	-	256,022
	SUBTOTAL OF CONSTRUCTION / GENERAL REQUIREMENTS / FEE			3,669,647	-	3,669,647
STAFF	PROJECT MANAGEMENT					
	Project Executive/Director (5-day per week)			28,891	-	28,891
	Project Manager (Based on 5-weeks Start-up & 5-weeks Close-out)			32,632	-	32,632
	Superintendent			198,150	-	198,150
	Project Engineer (1-month)			6,664	-	6,664
	Sr. Safety Engineer (5 day per week)			14,705	-	14,705
	Contract Administrator / Field Office Manager (3-days per month)			34,308	-	34,308
	Preconstruction Services			20,000	-	20,000
	PROJECT MANAGEMENT SUMMARY			337,410	-	337,410
	SUBTOTAL OF CONSTRUCTION / GRS / FEE / PM			4,007,057	-	4,007,057

NOTES:

	CROSS CHECK SUBTOTAL	4,007,057
0.95%	Sales Tax	Incl w/ pricing
1.50%	Subcontractor Default Insurance	Sub-Bonds Incl Above
	SUBTOTAL	4,007,057
1.00%	General Allowance	125,000
1.00%	Bridge Lighting Allowance	20,000
	SUBTOTAL	4,152,057
0.95%	MCF Warranty Reserve	-
8.00%	Bldg. Permit	8,000
0%	Bidder's Risk	-
	SUBTOTAL	4,160,057
0.45%	Construction Managers Insurance	35,360
ADDER OPTION (1.1%)	Payment & Performance Bonds	-
	SUBTOTAL	4,195,418
	TOTAL	4,195,418