

**SECOND AMENDMENT**  
**PROFESSIONAL SERVICES AGREEMENT (CCNA)**  
Clerk Tracking No. 2017-00022 (15-00196)

**THIS SECOND AMENDMENT** (the "Second Amendment") to the Contract for Professional Services is made and entered into this **15th day of March 2017** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **CARDNO, INC.**, a Delaware Corporation authorized to business in Florida (the "CONSULTANT").

**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 **Gordon River Connector Bridge and Boardwalk** (the 'Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second Amendment so that the CONSULTANT will provide additional **Construction Support 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 CONSULTANT 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 additional time by the Consultant with a completion date of April 30, 2018 with a Project Close-out Timeframe of 60-days.
3. "Article Four, Compensation" shall be amended for the provision of additional fees for **Gordon River Connector Bridge and Boardwalk – Construction Support Services** by the CONSULTANT in the amount of **\$110,757.00** as indicated in **Attachment A-1 titled Scope & Basis of Compensation** which is attached and made a part of this Second Amendment.
4. "**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 CONSULTANT has questions regarding the application of**

**Chapter 119, Florida Statutes, to the consultant'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](mailto:PublicRecordsRequests@naplesgov.com); Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.**

**5.3 The CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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.
5. 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.
6. 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.

7. 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, City Clerk

**CITY:**

**CITY OF NAPLES, FLORIDA**


By:   
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

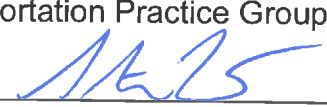
**CONSULTANT:**

**CARDNO, INC.**  
551 N. Cattleman Road, Suite 106  
Sarasota, Florida 34232  
Attention: **Douglas E. Stoker, P.E.**  
Transportation Practice Group Leader

  
Witness (Signature)

Printed

Name: Rose Burt

By:   
(Signature)

Printed

Name: Steven P. Howarth, PE

Title: Senior Principal

FEI/EIN Number: On File  
A Delaware Corporation (DE)

## **Gordon River Connector Bridge and Boardwalks**

### **Contract Amendment For CONSTRUCTION SUPPORT SERVICES**

#### **PURPOSE**

The purpose of this SUPPLEMENTAL AGREEMENT is to describe the additional scope of services to provide Post Design Services and Construction Engineering Inspection for Gordon River Connector Bridge and Boardwalks.

Substantial Completion is anticipated to be 300 days after start and final completion another 30 days.

#### **ADDITIONAL SCOPE OF SERVICES**

##### **Task 1 - Project Administration and Management**

- A) Meetings: The Consultant will attend construction meetings with the City Project Manager, Contractor, and other personnel that the City requests to attend to discuss proposed project, scheduling, construction issues, and other related items.
- B) Monthly Applications for Payment: Based on its observations and observations of City staff, Consultant will review applications for payment and accompanying supporting documentation. Consultant will be the initial reviewer of each payment request. Contractor will report quantities, percent completion, and will evaluate subcontractors pay requests and backup documents. The Consultant will make final recommendations of payment in writing.
- C) Substantial Completion: Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- D) Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment and release of retainage. Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents, or as modified by Consultant throughout construction, to the best of Consultant's knowledge, information, and belief based on the extent of its

services and based upon information provided to Consultant upon which it is entitled to rely.

- E) Inspections: Consultant, City and Contractor will plan milestone construction tasks, some of which will require the presence of Consultant's engineer(s). Consultant will provide the appropriate engineer professional to inspect prior to, during, or after specific construction milestone tasks.

## **Task 2 - Post Design Services**

Consultant will provide professional construction phase services as specifically stated below:

- A) Shop Drawings and Samples: Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- B) Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information (RFI) and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
- C) Change Orders: Contractor may recommend Change Orders to the City, and Consultant will review and make recommendations related to Change Orders submitted or proposed.
- D) Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

### **FEE**

The CONSULTANT will perform the services described in Tasks 1 and 2 on a Time and Material basis for the 11 month project:

#### **Task 1 - Project Administration and Management -**

<b>Time and Material Estimate</b>	<b>\$ 58,617.00</b>
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<b>Task 2 - Post Design Services – Time and Material Estimate</b>	<b>\$ 52,140.00</b>
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<b>Grand Total</b>	<b>\$ 110,757.00</b>
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Fees will be invoiced monthly based on actual hours performed and expenses incurred. Payment will be due within 10 days of your receipt and approval of the invoice. If additional efforts become necessary during the performance of the assignment, the CONSULTANT will immediately advise the CITY of any budget revisions. Should additional efforts be required beyond the anticipated scope or schedule, the CONSULTANT will negotiate an additional agreement with the City to cover the unanticipated costs.

END OF SCOPE

Gordon River Bridge - Contract Amendment for Post Design Services

03.03.17

- Assume
1. Construction period - 44 weeks

2. Close out - 4 weeks

3. Principal Engineer - \$206/hr

4. Project Professional Engineer- \$157/hr

5. Administrative support - \$50/hr

Task	Description	labor hours						
		Principal Engineer	Project Professional Engineer	Electrical Engineer	Structural Engineer	Geotechnical Engineer	Admin support	ODC
	Rate: \$/hr	206	157		157	157	50	
1	<u>Project Administration</u>							
1A	Meetings	44	88		24		24	
1b	Pay Application	11	11					
1C	Substantial completion	8	8				24	
1D	Final Acceptance	8	8				24	
1E	Inspections			\$15,000				
	total hours	71	115		24	0	24	48
	task cost	14626	18055		3768	0	3768	2400
	task cost							1,000
	Total \$ for Task	\$ 58,617.00						

		labor hours						
		Principal Engineer	Project Professional Engineer	Electrical Engineer	Structural Engineer	Geotechnical Engineer	Admin support	ODC
2	<u>Post Design</u>							
2A	Shop Drawings	40		24	30	16	8	40
2B	RFI	10	10	24	60	24	24	
2C	Change Order	3	4	8	8	40	0	
2D	"or-Equal"	2	2	6	12	8	0	
	total hours		16	62	110	88	32	40
	task cost		3296	9734	17270	13816	5024	2000
	task cost							1,000
	Total \$ for Task	\$ 52,140.00						

Task 1	\$ 58,617.00
Task 2	\$ 52,140.00
Total project	\$ 110,757.00