

THIRD AMENDMENT
PROFESSIONAL SERVICES AGREEMENT (CCNA)
Clerk Tracking No. 2019-00025

THIS THIRD AMENDMENT (the "Third Amendment") to the Contract for Professional Services is made and entered into this 28th day of FEBRUARY 2019 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **Q. GRADY MINOR & ASSOCIATES, P.A.**, a Florida Corporation (the "CONSULTANT").

WHEREAS, the CITY and the CONSULTANT entered into that certain Agreement on September 20, 2017; **Bid No. 17-027 and Clerk Tracking No. 2017-00120** (the "Original Agreement") to furnish **8th Street Corridor Design & Engineering Services** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Third Amendment so that the CONSULTANT will provide **additional services for Roundabout Alternative Tasks 2A & 3B** – 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 remain the same** with a completion date of September 30, 2019 with a 60-day Project Close-out time frame.
3. "Article Four, Compensation" shall be amended for the provision of additional fees for **Roundabout Alternative Tasks 2A & 3B** by the CONSULTANT **in the amount of \$29,985.00** as indicated in Attachment A-1 Scope & Basis of Compensation with a total for said Agreement in the amount of \$402,603.00.
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; 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 Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

7. This Third 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 Third 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

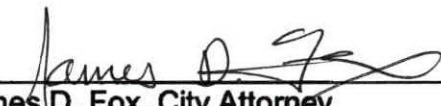


CITY:

CITY OF NAPLES, FLORIDA


By: 
Charles T. Chapman IV, City Manager

Approved as to form and legal sufficiency:

By: 
James D. Fox, City Attorney

CONSULTANT:

Q. GRADY MINOR & ASSOCIATES, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
Attention: **Justin Frederiksen, P.E.**, Vice President

By: 
(Signature)

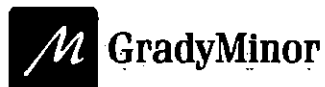
Witness (Signature)

Printed Name: ALEXANDER P. DUNKO

Printed Name: JUSTIN FREDERIKSEN

Title: VICE PRESIDENT

FEI/EIN Number: On File
A Florida Corporation (FL)



Bonita Springs: 239-947-1144
Fort Myers: 239-690-4380
engineering@gradyminor.com

February 19, 2019

Mr. Roger Reinke
Assistant City Manger
City of Naples
735 8th Street South
Naples, FL 34102

**RE: Proposal for Professional Services Amendment - Roundabout Final Construction Plans
8th Street Corridor Design & Engineering Services – Contract 2017-00120
Clerk Tracking No. 2017-00120
Bid 17-027 Agreement's Third Amendment**

Dear Mr. Reinke:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this third amendment proposal for additional services associated with the 8th Street Corridor Design & Engineering Services Contract 2017-00120.

Background:

GradyMinor was contracted by the City to design improvements along 8th Street from 7th Avenue North to 5th Avenue South and along 3rd Avenue South from 8th Street to US 41. Included in GradyMinor's contract of the 8th Street Corridor Project is the redesign of the intersection of 8th Street South and 3rd Avenue South from a signalized intersection to a modern roundabout. As a result of the public input during the conceptual phase of the project and direction from the Community Redevelopment Agency (CRA) Board on Wednesday, April 18, 2018, it was requested that in addition to a modern roundabout design, GradyMinor provide a raised signalized intersection design of 8th Street and 3rd Avenue North at the 60% design phase. Ultimately, GradyMinor was directed to complete the raised signalized intersection design.

On January 14, 2019, a Council Member requested that City Council revisit the intersection design of 8th Street and 3rd Avenue South to be sure it was the right long-term design. On February 6, 2019 City Council approved a modern roundabout intersection in place of the raised signalized intersection at the intersection of 8th Street and 3rd Avenue South with rectangular rapid flashing beacons at this proposed intersection and at the existing intersection of 8th Street and Central Avenue.

We propose the following Scope of Services to complete a 100% Final Construction design of a modern roundabout at the intersection of 8th Street South and 3rd Avenue South and provide the necessary details required for the addition of rectangular rapid flashing beacons at the Central Avenue roundabout.

Task 2A – Permitting

GradyMinor will prepare and resubmit the revised roundabout plans to FDOT for the geometric modifications at the US 41 intersection due to the revised approach caused by the roundabout.

Task 3B – Engineering Design (Roundabout)

A. Roadway, Drainage and Signing and Marking Plans

GradyMinor will develop final construction plans for a single lane modern roundabout at the intersection of 8th Street South and 3rd Avenue South and provide the necessary details required for the addition of rectangular rapid flashing beacons at the Central Avenue roundabout. The roadway, drainage and signing and pavement marking details will be included in a final design for the roundabout. The proposed modifications to the existing plans will include the redesign of the vertical



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and horizontal geometry of the approaches to the intersection, redesign of the parallel parking and relocation of the proposed Collier Area Transit facilities. The drainage design will also be modified to accommodate the roundabout.

B. Lighting

GradyMinor will sub consult with a registered engineer to revise the lighting plans and provide final construction documents necessary for the single lane modern roundabout at the intersection of 8th Street South and 3rd Avenue South.

C. Landscaping and Hardscape

GradyMinor will develop final landscape architecture construction plans and provide final construction documents necessary for the single lane modern roundabout at the intersection of 8th Street South and 3rd Avenue South.

D. Irrigation Plans

GradyMinor will sub consult with a licensed irrigation designer to revise the irrigation plans and provide construction documents necessary for the single lane modern roundabout at the intersection of 8th Street South and 3rd Avenue South.

We propose to complete these tasks within 90 days from the issuance of a notice-to-proceed from the City and deliver final construction documents in accordance the following cost schedule.

Task	Description	Fee	Fee Type
2A	FDOT Permitting (Roundabout Alternative)	\$2,866.00	LS
3B	Engineering Design (Roundabout Alternative)	\$27,119.00	T&M
	TOTAL	\$29,985.00	

This Proposal only includes those items specifically identified above and does not include any environmental assessments, boundary surveys, traffic data collection; or permitting fees.

This Proposal is subject to the Standard Provisions of the 8th Street Corridor Design & Engineering Services Contract (Contract 2017-00120). Any services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the hourly rate schedule approved City of Naples. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

Any government imposed sales taxes or fees shall be added to our fees for services under this Proposal.

Very truly yours,

Justin Frederiksen, P.E.
Vice President

GradyMinor Proposal for Professional Engineering Services

**8th STREET CORRIDOR DESIGN & ENGINEERING SERVICES
CITY OF NAPLES UTILITIES**

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

February 19, 2019

		Project Manager	Engineer	Landscape Architect	Senior Designer	Clerical	Total Hours	Sub Consultant	TOTAL COST
Task	Activity Description	\$145	\$130	\$135	\$105	\$62			
Task 2A - Permitting									
A	FDOT Permitting	2	16			8	26		\$2,866
								Subtotal Task 2:	\$2,866
Task 3b - Engineering Design									
A	8th Street improvements Plans	12	24		60		96	\$4,400	\$15,560
B	Signing and Marking Plans	4	8		12		24		\$2,880
C	Lighting Plans	2	4		12		18	\$1,850	\$3,920
D	Landscape, Hardscape, and Irrigation Plans			6	25	2	33	\$1,200	\$4,759
								Subtotal Task 3:	\$27,119
								Total Task 2 through 3 - Budget:	\$29,985
Notes:									
1	Proposal is based on City Purchasing adding the general conditions and front end documents.								
2	This proposal does not include permitting fees								
3	This proposal does not include construction services								