

**FOURTH AMENDMENT**  
**PROFESSIONAL SERVICES AGREEMENT (CCNA)**  
Clerk Tracking No. 2019-00037

**THIS FOURTH AMENDMENT** (the "Fourth Amendment") to the Contract for Professional Services is made and entered into this **20th day of March 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 **8<sup>th</sup> Street Corridor Design & Engineering Services** (the 'Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Fourth Amendment so that the CONSULTANT will provide **Construction Engineering Inspection (CEI) services for 8<sup>th</sup> Street Corridor – Reference Bid No. 19-020** 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 Consultant to perform CEI Services through final Construction completion date for Phase 1 & 2 of November 20, 2020 with a 60-day Project Close-out time frame.
3. "Article Four, Compensation" shall be amended for the provision of additional fees for **Construction Engineering Inspection (CEI) services for 8<sup>th</sup> Street Corridor – Reference Bid No. 19-020** by the CONSULTANT in the amount of **\$318,213.00** as indicated in Attachment A-1 Scope & Basis of Compensation with a total for said Agreement and its Amendments in the amount of \$720,816.00.
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](mailto:PublicRecordsRequests@naplesgov.com); Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.**

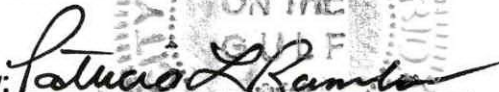
**5.3 The CONSULTANT shall:**

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 Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
7. This Fourth 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 Fourth Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**

By:   
 Patricia L. Rambošk, 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)

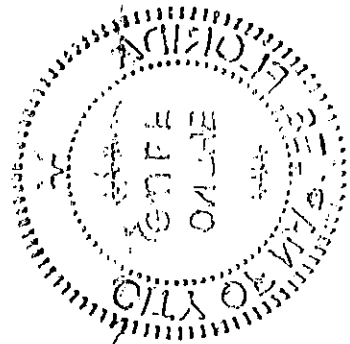
  
 Witness (Signature)

Printed Name: Alexander P. Dinko

Printed Name: JUSTIN FREDERIKSEN

Title: VICE PRESIDENT

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



**Grady Minor**

Civil Engineers • Land Surveyors • Planners • Landscape Architects

February 26, 2019

Mr. Roger Reinke  
Assistant City Manager  
City of Naples  
735 8<sup>th</sup> Street South  
Naples, FL 34102

**RE: Proposal for Construction Engineering Inspection  
8th Street Corridor Design & Engineering Services  
Clerk Tracking No. 2017-00120  
Bid 17-027 Agreement's Fourth Amendment (ref. ITB No. 19-020)**

Dear Mr. Reinke:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this fourth amendment proposal for services associated with construction administration and engineering inspection for the 8th Street Corridor project. As detailed in the construction contract, the project shall be phased over two (2) years. Phase 1 construction may begin on April 22, 2019 and must reach substantial completion on October 25, 2019 and final completion on November 22, 2019. Phase 2 construction may begin on April 13, 2020 and must reach substantial completion on October 23, 2020 and final completion on November 20, 2020. This proposal includes construction administration and full and part time inspection services for the duration of construction.

We propose the following Scope of Services:

**Task No. 1 – Engineering Services During Construction**

- Assist the City as requested between the receipt of Bids and the Construction Contract Notice to Proceed.
- Pre-construction meeting with the City and the Contractor: Prepare the meeting agendas, lead the meeting, and prepare and distribute the meeting minutes.
- Review shop drawing submittals.
- Assist in the preparation of work directives and change orders.
- Review and approval of the Contractor's pay requests. Review shall include the verification of quantities of materials used/installed.
- Provide inspection services during construction and provide City of Naples with daily inspection reports on a weekly basis. Inspection report format shall be approved by the City.
  - Fee is based on providing full and part time inspection services through substantial completion which is twenty eight (28) weeks for each Phase of construction, 56 total weeks. Our inspector will be present up to forty (40) hours per week for 48 weeks (1920 hours) and up to twenty (20) hours per week for 8 weeks (160 hours).
  - Additionally, we will provide part time inspection from substantial completion to final completion, 8 weeks total for both phases of construction. Our inspector will be present for twelve (12) hours per week for 8 weeks (96 hours).
  - We have not included night time, overtime or weekend inspections.
- Construction Meetings: Prepare the meeting agendas, run the meetings, and prepare and distribute the meeting minutes. Fee is based on bi-weekly, on-site construction meetings for 56 weeks (28 construction meetings).

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 March 1, 2019  
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- Provide clarifications of the plans and construction documents.
- Evaluate requests for substitutes or equals when recommended by the contractor.
- Provide periodic monitoring and review of Contractor's Work Zone Traffic Control Plan (TCP) and review of the modifications to the Work Zone TCP, including Alternate Work Zone TCP. GradyMinor's employees performing such service shall be Advanced Maintenance of Traffic certified. The monitoring provided by GradyMinor shall, in no way, relieve the Contractor of responsibility for the implementation and inspection of the approved Work Zone TCP.
- Conduct and document verification field reviews of the contractor's maintenance of traffic operations and Quality Control reviews.
- Review laboratory test reports provided by an independent licensed testing laboratory hired by the Contractor for the Contractor Quality Control (CQC) testing of component materials and completed work items for substantial conformance with the design concept of the project and information given in the contract documents. Notify the City of test reports which do not substantially conform to the contract documents, prepare a written notice describing any apparent non-conforming permanent work, make recommendations to the City and request the Contractor to carry out the acceptable corrective measures, as authorized by the City.
- Site Observations of Construction to determine if the contractor is achieving the schedule. Provide written warnings to the Contractor when schedule lapses occur.
- On call services for resolution of field conflicts due to unforeseen conditions; meetings with stakeholders, City Council Members, Contractor, and City Staff.
- Preparation of presentation document (narratives and exhibits) and graphics.
- Coordination with below and aboveground utility owners
- Field coordination associated with the restoration of driveways, irrigation systems, swales, etc.
- Provide progress updates and status during the project as requested.
- Conduct Substantial Completion Inspection (2 total) and review punch list items and make changes or additions as necessary.
- Conduct Final Completion Inspection (2 total).
- Prepare record drawings based on the Contractor's mark-ups and record survey.
- Provide FDEP Completion Certifications, estimated four partial clearances required (three for water and one for wastewater).
- Provide FDOT Record Drawings Report.

We propose to complete these tasks within 730 days from the issuance of a notice-to-proceed from the City; in accordance with the following fee schedule:

<b>Task</b>	<b>Description</b>	<b>Fee</b>	<b>Fee Type</b>
1.	Engineering Services During Construction	\$317,213	Time as Indicated
2.	Reimbursable	\$1,000	Materials as Indicted
	<b>TOTAL</b>	<b>\$318,213</b>	

This Proposal only includes those items specifically identified above and does not include any environmental assessments, construction surveys, geotechnical investigations, or permitting fees.

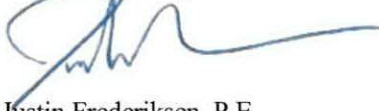
This Proposal is in response to the City of Naples 8th Street Corridor Design and Engineering Services RFQ 17-027 and its associated Bid No. 19-020. Any services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the hourly rate schedule approved City of Naples. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

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The City of Naples shall have the right and oversight ability to coordinate with GradyMinor as necessary concerning the described activities on page 4 during the anticipated 730 from notice-to-proceed. Any unused hours will not be billed to the City of Naples.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Justin Frederiksen", with a long horizontal flourish extending to the right.

Justin Frederiksen, P.E.  
Vice President



**GradyMinor Proposal for Professional Engineering Services**

**8th STREET CORRIDOR CONSTRUCTION ENGINEERING INSPECTION  
CITY OF NAPLES UTILITIES**

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

February 26, 2019

Task	Activity Description	Project Manager \$145	Engineer \$130	Senior Inspector \$96	Inspector \$75	Senior Technician \$105	Clerical \$62	Total Hours	Sub Consultant	TOTAL COST
<b>TASK 1 Engineering Services During Construction</b>										
1	Preconstruction Coordination and Meeting	8	8				2	16		\$2,324
2	Shop Drawing Review	20	72				4	92	\$3,925	\$16,433
3	Work Directives/Change Orders	60	80				8	140	\$3,250	\$22,846
4	Review Pay Request	8	20	16			4	44		\$5,544
5	Inspection Services (Full and Part Time)	80	80	30	2160			190		\$186,880
6	On-site construction meetings	60	60				40	120		\$18,980
7	Clarifications	160	64	40		60		324		\$41,660
8	Substantial Completion Inspections (2 total)	8	8	4	8			20		\$3,184
9	Final Completion Inspection (2 total)	6	6	3	6			15	\$2,500	\$4,888
10	Prepare Record Drawings	8	16	4	8	64		92		\$10,944
11	FDEP Permit Certifications (4 total)	4	8			8	4	20		\$2,708
12	FDOT Record Drawings Report	2	2			2	1	6		\$822
										<b>\$317,213</b>
<b>TASK 2 Reimbursable</b>										
1	Reproduction, shipping and misc costs									\$1,000
										<b>\$1,000</b>
										<b>\$318,213</b>

**Notes:**

- 1 This proposal excludes surveying services.
- 2 This proposal excludes geotechnical investigations.
- 3 This proposal excludes environmental assessment services.
- 4 This proposal does not include permitting fees