

**FIRST AMENDMENT**  
**PROFESSIONAL SERVICES AGREEMENT (CCNA)**  
Clerk Tracking No. 2018-00107

**THIS FIRST AMENDMENT** (the "First Amendment") to the Contract for Professional Services is made and entered into this 31<sup>st</sup> day of July 2018 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 First Amendment so that the CONSULTANT will provide **additional services for a 3<sup>rd</sup> Avenue South Signal Design Alternative** 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 a **3<sup>rd</sup> Avenue South Signal Design Alternative** by the CONSULTANT in the amount of \$18,463.00 with a total for said Agreement in the amount of \$368,338.00.
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 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.
6. 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.

7. 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.

**IN WITNESS WHEREOF**, the CITY and the CONSULTANT 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, 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:**

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

By:   
(Signature)

Michelle Meunier

Witness (Signature)

Printed  
Name: MICHELLE MEUNIER

Printed  
Name: Justin Frederiksen, P.E.

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

June 1, 2018

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

**RE: Proposal for Professional Services Amendment  
8<sup>th</sup> Street Corridor Design & Engineering Services – Contract 2017-00120  
3<sup>rd</sup> Avenue South Signal Design Alternative**

Dear Mr. Reinke:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this 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 7<sup>th</sup> Avenue North to 5<sup>th</sup> Avenue South and along 3<sup>rd</sup> Avenue South from 8<sup>th</sup> Street to US 41. Included in GradyMinor's contract of the 8<sup>th</sup> Street Corridor Project is the redesign of the intersection of 8<sup>th</sup> Street South and 3<sup>rd</sup> 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 Board on Wednesday, April 18, 2018, it was requested that GradyMinor provide two different designs for the intersection of 8<sup>th</sup> Street and 3<sup>rd</sup> Avenue South, a modern roundabout design (per GradyMinor's existing contract) and a signalized design at the 60% design phase. While the intersection of 8<sup>th</sup> street and 3<sup>rd</sup> Avenue South is a signalized intersection, the proposed conceptual design for 8<sup>th</sup> Street includes the addition of dedicated bicycle facilities and curb extensions which would require the existing signalized intersection to be redesigned. Additionally, the proposed improvements along 3<sup>rd</sup> Avenue South from US41 to 8<sup>th</sup> Street will require intersection modification even if the intersection remains as a signalized intersection. Furthermore, to accommodate the proposed stormwater improvements along 8<sup>th</sup> Street the stormwater system through the intersection of 8<sup>th</sup> Street and 3<sup>rd</sup> Avenue South will require redesign if the intersection remains a signalized intersection.

We propose the following Scope of Services to complete a 60% design of the signalized intersection alternative at the intersection of 8<sup>th</sup> Street South and 3<sup>rd</sup> Avenue South.

**Task 3A – Engineering Design (Signalized Intersection Alternative)**

**A. Signal Alternative (Roadway, Drainage and Signing and Marking Plans)**

GradyMinor will develop 60% level plans for the signalization alternative at the intersection of 8<sup>th</sup> Street South and 3<sup>rd</sup> Avenue South. The roadway, drainage and signing and pavement marking details will be included in a 60% design alternative for the signalized intersection. Included in the proposed improvements will be the redesign of the intersection curb returns, ADA curb ramps and review of the location of the existing mast arms with respect to clear zone criteria.

**B. Signal Alternative (Signalization Plans)**

GradyMinor will develop 60% level plans for the signalization alternative at the intersection of 8<sup>th</sup> Street South and 3<sup>rd</sup> Avenue South. The 60% level of signalization plans will include the existing signal head locations, loop detection, pedestrian signal head location/features and traffic signal timing, as required for the intersection and to comply with ADA



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standards. The location of the existing mast arms will be reviewed and modified as necessary to meet the required offset criteria from the edge of travel per local and state guidelines.

**C. Engineering Cost Estimate**

An Engineering Cost Estimate will be developed based on the signal alternative intersection design.

We propose to complete these tasks and deliver 60% construction documents in accordance the following cost schedule.

Task	Description	Fee	Fee Type
3A	Engineering Design (Signalized Intersection Alternative)	\$18,463.00	T&M
	<b>TOTAL</b>	<b>\$18,463.00</b>	

This Proposal only includes those items specifically identified above and does not include any environmental assessments, boundary surveys, traffic data collection, 4-way stop or signal warrant analysis; or permitting fees.

This Proposal is subject to the Standard Provisions of the 8<sup>th</sup> 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 - 3rd AVENUE SOUTH SIGNAL DESIGN ALTERNATIVE  
CITY OF NAPLES UTILITIES**

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

June 1, 2018

Task	Activity Description	Project Manager \$145	Engineer \$130	Senior Inspector \$96	Senior Planner \$150	Landscape Architect \$135	Senior Designer \$105	Survey Crew 2 Man \$130	Prof Surveyor \$120	Clerical \$62	Senior Technician \$105	Total Hours	Sub Consultant	TOTAL COST
<b>Task 3A - Engineering Design (Signalized Intersection Alternative)</b>														
A	Signal Alternative (Roadway, Drainage and Signing and Marking Plans)	12	24				32					68		\$8,220
B	Signal Alternative (Signalization Plans)	2	4				8		4			18	\$5,465	\$7,363
C	Engineering Cost Estimate	4	8				12					24		\$2,880
													<b>Task 3:</b>	<b>\$18,463</b>
													<b>Task 3 Budget:</b>	<b>\$18,463</b>
<b>Notes:</b>														
1	Proposal is based on City Purchasing adding the general conditions and front end documents.													