

**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.

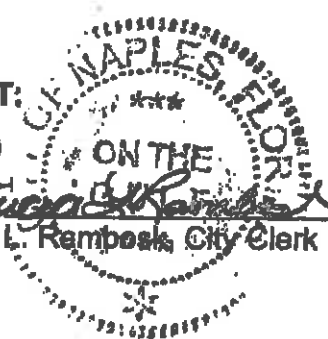
If the CONSULTANT has questions regarding the application of

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. Rambos, 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

By: 
(Signature)


Witness (Signature)

Printed
Name: Rose Burt

Printed
Name: Steven P. Howarth, PE

Title: Senior Principal

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

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 -	
Time and Material Estimate	\$ 58,617.00
Task 2 - Post Design Services – Time and Material Estimate	\$ 52,140.00
Grand Total	\$ 110,757.00

Glendon River Bridge - Contract Agreement for Post Design Services

08.03.17

Assume

- 1. Construction period - 44 weeks
- 2. Close out - 4 weeks
- 3. Principal Engineer - \$308/hr
- 4. Project Professional Engineer - \$137/hr
- 5. Administrative support - \$50/hr

Task	Description	Labor Hours Principal Engineer	Project					Admin support	ODC
			Professional Engineer	Electrical Engineer	Structural Engineer	Geotechnical Engineer			
	1 Project Administration	208	157	157	197	197	80		
1A	Meetings	44	88		24		24		
1B	Pay Application	11	11						
1C	Submittal completion	8	8					24	
1D	Final Acceptance	8	8					24	
1E	Inspections			\$15,000					
	total hours	70	110	24	0	24	48	0	
	task cost	14168	15070	3788	0	3788	2400	1,000	
	Total \$ for Task	\$	\$8,817.00						

Task	Description	Labor Hours Principal Engineer	Project					Admin support	ODC
			Professional Engineer	Electrical Engineer	Structural Engineer	Geotechnical Engineer			
	2 Shop Drawings	40	20	24	80	16	8	40	
2A	Shop Drawings	40	20	24	80	16	8	40	
2B	RFP								
2C	Change Order	8	4	8	8	40	0		
2D	"or-equal"	2	2	6	12	6	0		
	total hours	50	30	34	100	66	40	0	
	task cost	15400	4110	4674	13700	3312	2000	1,000	
	Total \$ for Task	\$	\$2,140.00						

Task 1 \$ 88,817.00
 Task 2 \$ 22,140.00
 Total project \$ 1,10,767.00