

**AMENDMENT NO. 1**

**CONSTRUCTION MANAGER AT RISK CONTRACT**

**BETWEEN**

**CITY OF NAPLES, FLORIDA,**

**AND**

**KIEWIT INFRASTRUCTURE SOUTH CO.**

**FOR**

**RFQ#23-001**

**BEACH RESTORATION AND WATER QUALITY**  
**IMPROVEMENTS (BEACH OUTFALLS) –**  
**CONSTRUCTION MANAGER AT RISK (CMAR)**

**JUNE 19, 2024**

**EXHIBIT K**  
**GMP AMENDMENT TO AGREEMENT BETWEEN**  
**OWNER AND CONSTRUCTION MANAGER**

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND  
CONSTRUCTION MANAGER FOR AGREEMENT NO. 1**

Pursuant to Sections 4B and 7A of the Agreement, dated June 21, 2023, between the City of Naples, Florida (“Owner”) and Kiewit Infrastructure South Co. (“Construction Manager”), (“Agreement”) with respect to the construction of the Owner’s Beach Restoration and Water Quality Improvements (Beach Outfalls) – Construction Manager at Risk (“CMAR”) (“Project”), the Owner and Construction Manager hereby agree to amend and modify the Agreement by this (“Amendment”) and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

**ARTICLE 1**  
**SCOPE OF WORK**

The scope of the Work consists of the construction of Two Pump Stations and Roadway Drainage Improvements, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through 9 below, which are hereby incorporated into and made a part of the Amendment by this reference:

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
1.	List of Drawings, Specifications, and Addendums	6 through 6	06/07/24
2.	Schedule of Values	7 through 7	06/07/24
3.	Itemized General Condition Expenses	8 through 8	06/07/24
4.	List of Alternates	9 through 9	06/07/24
5.	Assumptions and Clarifications	10 through 14	06/07/24
6.	Completion Schedule	15 through 19	06/07/24
7.	List of Subcontractors and Major Suppliers	20 through 20	06/07/24
8.	Owner Contingency	21 through 21	06/07/24
9.	Key Personnel	22 through 22	06/07/24

**ARTICLE 2**  
**GUARANTEED MAXIMUM PRICE**

2.1 Construction Manager's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and Construction Manager's Fee as defined in Section 4 of the Agreement, is eighty-six million two hundred twenty-four thousand two hundred sixteen and twenty-five hundredths (\$86,224,216.25).

2.2 The GMP includes material that may be purchased directly by the Owner ("Owner Direct Purchases"). The estimated value of materials that may be purchased directly by the Owner is to be determined at a later date. Construction Manager will process individual deductive Change Orders under this Agreement for the amount of Owner Direct Purchases, inclusive of sales taxes. Prior to final payment, a final reconciliation of the Owner Direct Purchases against the GMP will be performed and such deductive Change Order will be prepared for the Owner's review and execution.

2.3 The Construction Manager's Fee for the entire Work anticipated on this Project is hereby established as twelve percent (12%) of the Guaranteed Maximum Price, which is included within the above-noted GMP, and is subject to adjustment in accordance with the Contract Documents

2.4 The General Condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of eight million one hundred eighty-four thousand five hundred thirty-nine (**\$8,184,539**), said lump sum amount is included within the above noted GMP. The items included as General Condition expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No.3. Except as said lump sum amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Manager acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Manager agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount. In the event Construction Manager is entitled to an adjustment of the GMP pursuant to Section 11.4 of Exhibit A – General Terms and Conditions, Construction Manager and Owner stipulate to a daily General Conditions rate of (**\$11,800**).

2.5 Monthly installment payment of the Construction Manager's Fee and the General Condition expenses shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in paragraph 2.4 above, the parties have agreed to establish a contingency the Construction Manager's Contingency within the GMP in an amount not-to-exceed amount of zero, as contingency is not applicable. Contingency funds shall be used to cover costs that may result from unforeseen and unanticipated circumstances and/or conditions, incomplete design and or unanticipated costs that arise during construction that are not identified by the construction documents. Construction Manager shall not proceed with any portion of the Work

which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed in the form of a \$0 Change Order. The Construction Manager acknowledges and agrees that any work which is to be charged against the contingency allowance that does not receive such prior written approval from the Owner shall be deemed to be part of Construction Manager's basic Work compensated within the GMP and not chargeable against the Owner's Contingency Allowance. The Owner reserves the right, at its sole reasonable discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditures become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the job will be credited from the guaranteed maximum price. Construction Manager has no entitlement to any portion of any unused contingency.

2.7 Pursuant to Section 5(C)(4) of the Agreement, in addition to the Construction Manager's Contingency, the parties agree that the GMP includes the amount of seven hundred fifty thousand (\$750,000) designated as the Owner's Contingency. The Owner's Contingency may be utilized by Owner as provided in Section 5(C)(4) of the Agreement.

~~2.8 The parties have agreed to establish an allowance within the GMP for \_\_\_\_\_ in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_). Construction Manager shall not proceed with any portion of the Work associated with the aforesaid allowance ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work. Allowance Amounts are reflected in Attachments \_\_\_\_ through \_\_\_\_\_.~~

2.9 Construction Manager recognizes that this Contract includes work for trench excavation in excess of five feet deep. Construction Manager acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Manager certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Manager agrees to comply with all such required trench safety standards.

2.10 The amount required trench safety standards; said amount is included within the GMP.

2.11 Construction Manager and Owner agree that the GMP is based on the following stipulated rates for liability insurance, Builder's Risk insurance, and Construction Manager's bond, each of which is to be used for calculating any adjustments to the GMP pursuant to the Agreement:

Liability Insurance -- Included In rate  
Builder's Risk Insurance -- Not Included  
Payment and Performance Bond 0.4 (%)

**ARTICLE 3**

**CONTRACT TIME**

3.1 The Construction Phase Commencement Date for the Work is upon written Construction Notice to Proceed. The total period of time beginning with the Construction Phase Commencement Date is **823** days from the issuance of the Construction Notice to Proceed for Final Completion of the Work is (eight hundred twenty-three). 823 days ("Contract Time"). THE FINAL COMPLETION DATE IS THEREFORE ESTABLISHED AS **823** days from the issuance of a Construction Notice to Proceed.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Manager's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement in the amount of **\$1000** per calendar day shall be assessed against the Construction Manager for each calendar day the Construction Manager fails to achieve Substantial Completion for the Designated Work within the Contract Time.

**ARTICLE 4**

**MISCELLANEOUS**

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Manager agree that the terms of this Amendment shall prevail and control.

OWNER

Construction Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: Timothy J. Clegg

Date: 6-12-2024

Attest: \_\_\_\_\_

Attest: Alfred Dabney

**Attachment 1**

List of Drawings, Specifications and Addendums

Kiewit has developed our Final GMP estimate utilizing the following documents:

- A. Naples Beach Water Quality Improvements Projects
  - i. Plans titled **NPS Index 1 05-17-2024**, dated February 16, 2024
  - ii. Plans titled **NPS Index 2 05-17-2024**, dated February 16, 2024
  - iii. Plans titled **NPS Index 3 02-16-2024**, dated February 1, 2024
  - iv. Plans titled **SPS Index 1 02-16-2024**, dated February 16, 2024
  - v. Plans titled **SPS Index 2 02-16-2024**, dated February 16, 2024
  - vi. Plans titled **SPS Index 3 02-16-2024**, dated February 16, 2024
  - vii. Plans titled **SPS Index 4 02-16-2024**, dated February 16, 2024
  - viii. Plan titled **Gulfshore Boulevard Water Main Replacement**, dated July 2021, prepared by Agnoli, Barber, and Brundage, Inc.
  - ix. Specifications titled **Technical Specifications Package**, dated July 26, 2023, prepared by Erickson Consulting Engineers
- B. Request for Information (RFI) – Questions/Responses

Schedule of Values

Schedule of Values - For Construction  
 Project Name: Beach Restoration and Water Quality Improvements (Beach Outfalls)  
 Project Number: RFQ 23-001  
 Date: 6/7/2024  
 Period To:

Item Number	Description	Scheduled Value	Work Completed		Stored Material	Total Completed and Stored To Date	Percent Complete	Balance to Finish	5% Retainage	% Retainage	Total Retainage Withheld
			Previous Applications Thru Date	Since Date							
	Mobilization/ Demobilization, Site Work and										
1	General Requirements	\$ 10,393,429.49									
2	Pump Station and Generator	\$ 23,829,342.34									
3	Stormwater Consolidation	\$ 4,908,420.07									
4	Outfall Diffuser System	\$ 3,717,798.00									
5	Demolition of Existing Outfalls	\$ 262,562.00									
6	Roadway - Drainage System	\$ 2,740,911.64									
7	Roadway - Paving and Grading	\$ 3,331,892.54									
8	Roadway Marking, Striping and Signage	\$ 250,912.18									
9	Lanscaping and Irrigation	\$ 456,150.64									
10	Utility Relocations and Conflicts	\$ 414,517.00									
11	Water Quality	\$ 651,568.00									
12	3rd Street Drainage Improvements	\$ 1,841,588.00									
13	Horizontal Directional Drill (HDD) - North	\$ 6,265,674.00									
14	Water Line Improvements	\$ 1,796,152.00									
15	CEI / Quality Control/ Public Outreach	\$ 3,783,779.00									
16	Project Management Staff	\$ 3,487,028.94									
17	General Conditions	\$ 8,184,538.67									
18	Fixed Fee	\$ 9,157,951.74									
19	Firm Contingency	\$ -									
20	Owner Contingency	\$ 750,000.00									
	Totals	\$ 86,224,216.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment 3					
NAPLES BEACH RESTORATION AND WATER QUALITY IMPROVEMENT PROJECT					
CONSTRUCTION QUANTITIES AND COST - General Conditions					
ITEM NO.	DESCRIPTION OF ITEM	UNIT	ESTIMATED UNIT COST	ESTIMATED QUANTITY	ESTIMATE
16					
16.1	Office/ Job Expense				
16.1.1	Contractors Office Trailers	LS	\$ 400,000.00	1	\$ 400,000.00
16.1.2	Temp Engineering	LS	\$ 341,033.00	1	\$ 341,033.00
					\$ -
					\$ -
				Subtotal	\$ 741,033.00
16.2	Bonds and Insurance				
16.2.1	Kiewit Bond \$4 per \$1,000	\$	0.004	\$ 86,224,216.25	\$ 344,896.87
16.2.2	General Liability Insurance - Included				\$ -
16.2.3	Subcontractor Bonds	\$	1.50%	\$ 35,618,130.00	\$ 534,271.95
16.2.4	Material Bonds	\$	0.75%	\$ 8,881,888.00	\$ 66,614.16
16.2.5	Builders Risk - Not Included				\$ -
				Subtotal	\$ 945,782.98
16.3	General and Administrative Cost				
16.3.1	General and Administrative Cost	\$	9.54%	\$ 68,131,725.84	\$ 6,497,722.69
				Subtotal	\$ 6,497,722.69
				<b>Total</b>	<b>\$ 8,184,538.67</b>



**Attachment 4**

List of Alternates

No alternates are currently included in this GMP.

## Attachment 5

### Assumptions and Clarifications 6/7/24

The estimate was based on the Following plans and specifications:

- A. Naples Beach Water Quality Improvements Projects
  - i. Plans titled NPS Index 1 05-17-2024, dated February 16, 2024
  - ii. Plans titled NPS Index 2 05-17-2024, dated February 16, 2024
  - iii. Plans titled NPS Index 3 02-16-2024, dated February 1, 2024
  - iv. Plans titled SPS Index 1 02-16-2024, dated February 16, 2024
  - v. Plans titled SPS Index 2 02-16-2024, dated February 16, 2024
  - vi. Plans titled SPS Index 3 02-16-2024, dated February 16, 2024
  - vii. Plans titled SPS Index 4 02-16-2024, dated February 16, 2024
  - viii. Plan titled Gulfshore Boulevard Water Main Replacement, dated July 2021, prepared by Agnoli, Barber, and Brundage, Inc.
  - ix. Specifications titled Technical Specifications Package, dated July 26, 2023, prepared by Erickson Consulting Engineers
- B. Request for Information (RFI) – Questions/Responses

The estimate and current schedule are based on the following understood dates and deliverables:

- C. Naples Beach Water Quality Improvements Projects
  - i. North and South Basin II Plans and Specification "Approved for Construction" will be complete and permitted prior to August 6<sup>th</sup> 2024.
  - ii. Notice to Proceed for Construction will be issued by August 6<sup>th</sup> 2024.

In the event any of the above-mentioned deliverables are changed or modified Kiewit reserves the right to confirm pricing and schedule. Price and Schedule will be adjusted as necessary to reflect any changes.

Kiewit's estimate includes the following specific allowances, qualifications, and exclusions. It is understood that design is complete. Kiewit estimated price and schedule will be adjusted as necessary if any changes to the stated clarifications, assumptions and estimate qualifications below resulting from changes in design or new information.

**Allowances (The final cost for the following items cannot be confirmed at this. For these items initial budgets have been included. However, any cost above and beyond those included will require use of owner contingency and/ or change orders to satisfy this obligation.):**

1. CEI – Cost for services and incidentals (office, temporary facilities, utilities)
2. Public Relations (PR) – Cost for services – The cost included is based on services requested by the city during review of pricing. Additional services would be required to be paid through owner contingency or change order.

3. Landscaping – Tree/Shrub/Planting Replacement – The cost included assumes that any disturbance inside the ROW will only be restored with sod. Hardscape is currently identified as an item to cover additional restoration requirements. This cost does not include any shrub, tree or other ornamental plant replacement if disturbed during construction. Additional landscaping cost would be paid through owner contingency or change order.
4. Irrigation Replacement/Repairs – This cost includes repairs to areas inside the right-of-way (ROW) only and does not include any repairs required outside of the ROW, any additional cost would be required to be paid through owner contingency or change order.
5. Driveway Restoration – This cost include a basic estimate for the area to be disturbed and does not include full driveway replacement or rehab. Additional cost would be required to be paid through owner contingency or change order.
6. Structure 6-1 – Bid as shown. We do not believe that this design is sufficient and any additional cost would be required to be paid through owner contingency or change order.
7. Structure 6-4 - Debris Floatable Traps – Design not completed and will have to be later designed and final cost determined. Additional cost would be required to be paid through owner contingency or change order.

**Qualifications:**

1. GMP Estimate is based off of 100% Plans from Erickson Consulting Engineers (ECE) dated February 16<sup>th</sup> 2024. Any changes in these drawings will need to be as a change order to our contract.
2. Any changes in noted plan drawings related to utilities conflicts will warrant evaluation which has the potential to incur additional cost of which will be issued as a change order to our contract.
3. Work areas will defined by Kiewit's developed Maintenance of Traffic (MOT) plan. All work areas will be accessible for continuous standard work hours without delay or stoppages. Any delays or work stoppages could require an adjustment in pricing to account for additional cost incurred.
4. Kiewit is not responsible for the Horizontal Directional Drilling (HDD) design and calculations.
5. Kiewit is not responsible for environmental impacts pertaining to the detailed hardbottom limits identified in the contract plans and specifications.
6. Kiewit is not responsible for impacts related to turtle nesting season and any unforeseen cost associated to this criterion.
7. Kiewit is not responsible for permits pertaining to marine work or other permits to be obtained by the engineer.
8. Kiewit is not responsible for final design and installation limits pertaining to the electrical duct bank for the pump stations located in the North and South Basin.
9. Swale improvement is not included in this proposal, there is not any construction details included in the plan drawings.
10. All temporary/permanent work under separate contracts with City of Naples, other agencies, or other general contractors required for this project to begin construction have been completed and cleared for entry by Kiewit's anticipated mobilization to the project.
11. Kiewit will provide sufficient resources for testing and inspection to support quality control (QC) pertaining to Kiewit's scope of work. Kiewit will serve as a pass-through pertaining to quality

assurance (QA) incurred cost but will not be responsible for coordination efforts by city inspectors (if required).

12. Price based on construction water being provided by the City of Naples from a hydrant located within project limits.
13. SPS Index 2 Sheet C102 – Note reads as followed "Contractor to work with FP&L to relocate FP&L pole mounted transformer and buried power line as needed". Kiewit will coordinate our scope of work in that area with FP&L but will not perform work for the relocation of the pole, transformer or buried power line. Any cost for this or any other power relocation if required is also not include.
14. Settlement Monitoring Points shall be monitored as necessary and at a minimum weekly but not daily as per Specification 02216 3.1 C3.
15. The quoted Flygt LL 3602 pumps for NPS meets functionality parameters per the manufacturer. It is noted that the provided specification within the contract documents doesn't compliment the manufacturer equipment.
16. All right of way and easements for given areas within the project have been acquired and cleared for entry a minimum of two weeks prior to Kiewit commencing work within those areas.
17. Assume that storm water collected on site can be directed into the Gulf of Mexico in a controlled manner until new drainage systems are in place and functional.
18. Requirements for "Mass Concrete" as defined in ACI are specifically excluded for all concrete. No provisions for mass concrete of any kind are included in the estimate.
19. We are assuming that it will be acceptable to place concrete at concrete temperatures exceeding 85 degrees but not exceeding 100 degrees and ambient temperatures up to 100 degrees in accordance with FDOT standards when a hot weather mix is utilized. No ice has been included in our estimate.
20. Assume existing drainage and/or utilities to be in accordance with provided plans. Any deviations or anomalies to the information represented on the plans is not accounted for in estimate.
21. Assume leakage testing will not be required for any drainage structures.
22. Assume all water utilities can be shut down or isolated for any required tie-ins as shown on plans.
23. Assume ability to work night shift or weekends as required.
24. Work area will be protected at the end of each shift but will not be backfilled, compacted and patched before dark per note 22 on plan sheet G-002.
25. The estimated cost of wages are based on the Exhibit J or Exhibit O in the Contract: Davis Bacon Wages - General Decision Number: FL170150 01/06/2017, Construction Type – Heavy. Any additional cost for wage rates not listed or unclassified in Exhibit J or Exhibit O will be borne out of Owner's Allowance. All overtime for craft will be billed at a 1.5 multiplier of the rate stated.
26. Estimate based on non-union work. No union work requirements accounted for in the estimate.
27. Estimate and schedule does not consider any forced downtime or interruption to work progress in each section as shown in the schedule. Directed downtime and interruption assumed to be compensable through Owner's Allowance account.
28. Submittal Review Period = 15 Calendar Days.
29. The final contract shall govern in terms of delay and claims as some specifications include language excluded and removed from the contract ("No Damage for Delay").
30. Pipe sleeves are not available for 72" pipe and it has been assumed that this connection piece with be grouted in place.

31. This price includes a NSBB1224 vault vs. NSBB1220 shown in the plans. A NSBB1220 is no longer manufactured.
32. Subcontractor Default. – Contingency is not available to cover the cost of subcontractor default. If this took place modifications would have to be made after other remediation action have taken place.
33. It is assumed that payment will be made as the unit prices identified in our price proposal. All LS items will be paid in full, except for items identified as allowance which will be paid based on actual cost.
34. It is assumed that the city will provide a site that can be utilized for material receiving and storage within 5 miles of the project location.
35. It is assumed that beach access will be provided as need to outfall removal and demolition.
36. Installation parameters for helix anchors is not identified within specification package. Pricing is based on information identified within the plans and based on industry standard installation.
37. Outfall Structure 6-1 pricing is based on the following assumptions.
  - o Inadequate design parameters
  - o Training wall material is a residential lumber decking material
  - o No thickness for walls and soffit provided
  - o Response to RFI advise the structure is fully buried with native beach sand
  - o No details pertaining to strut member/connections for the aluminum flag gate
  - o Identified easement access is developed by existing residences
38. This price does not include the Purchase of Two Back-up Generators or Automatic Transfer Switches which were procured by the City through direct purchase in the amount of \$561,564. This price does include the installation of these Owner direct Purchase Items.

**Exclusions:**

1. Exclude any Threshold or other city inspector cost.
2. Exclude any hazardous and/or contaminated materials discovered within the Project limits and that have not been produced as a result of Kiewit's operations. In addition, any hazardous waste manifests shall have Collier County and City of Naples as the determined responsible third party listed as the generator of those materials.
3. Exclude any repair or cleaning of existing utilities.
4. Exclude any Owner Supplied Contractor Installed equipment.
5. Kiewit will not be responsible for any delays associated with FPL work of which they do not control which is to include supply of material, removal/relocation of existing power poles/overhead powerlines, transformers, and buried electrical power lines to be utilized for the installation of the Naples Beach Water Quality Improvements Projects
6. FPL utility service fees to service point.
7. Round-Up Application per Note 1A on sheet LP-601 of Index 2 of SPS. Roundup will not be applied by Kiewit anywhere on the project & is not accounted for in our pricing.
8. Restoration Work (Asphalt, Sidewalk, Curb/Gutter, Striping) for North Basin will only be in the orange highlighted area shown on drawing TPL-02 in NPS Index 2 (Oleander Drive & the north end of Gulf Shore Blvd). Kiewit was informed that all other areas were to be restored by Athens.

9. Waterstop RX is not identified in the plans and specifications.
10. Specification Section 2608 – Not performing abrasive blasting for sewer coating
11. Specification Section 2608 – The Sewpercoat Lining System manufacturer specified was recently bought by a European Company and we could not get a quote for installation. We have quoted the installation of Carboline Hydroplate 6500 which is an ultra-durable epoxy lining ideally suited for use on both concrete and steel surfaces in industrial wastewater environments.
12. Specification Section 2607 – Not performing coating of stormwater manholes
13. Proposal excludes relocations and/or bracing/holding of overhead utilities
14. Proposal excludes the cost of permits.

















Activity Name		Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration
Activity ID	Activity Name	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration	Start	Finish	Duration
000001	SCQA Equipment Commissioning	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00
001	Purchase / Demobilize	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00	05-Sep-28	07-Nov-28	60.00

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Schedule L2 WBS Layout

Attachment 7			
	Company Name	Scope	Awarded Value (\$)
Suppliers	County Material	RCP	\$ 18,894
	Ferguson	Ductile Pipe/SS Pipe/HDPE/Fittings/Assemblies/Valves	\$ 4,034,041
	Oldcastle	Precast Slabs	\$ 39,225
	Nucor	Steel H-Pile/Sheetpile	\$ 1,427,372
	Titan	Ready-Mix Concrete	\$ 409,663
	CMC	Reinforcement	\$ 113,293
	Dixie Metals	Fabricated Metals	\$ 75,308
	Halliday	Hatches	\$ 8,842
	Xylem - Flygt	Pumps	\$ 2,755,250
			\$ 8,881,888.00

	Company Name	Scope	Awarded Value (\$)
Subcontractors	Pacifica	Quality Control, Vibration Monitoring	\$ 287,860
	Champion	Lining System	\$ 312,000
	Champion	Welding / SST Welding	\$ 579,534
	Delamere	Aluminum Fencing	\$ 65,639
	Unlimited Turf	Sod	\$ 136,234
	Gulfshore Trucking	Aggregate Hauling	\$ 614,065
	Acme Barricades	MOT Signs	\$ 44,240
	Suncoast Reinforcing	Rebar Installation	\$ 130,712
	Millennium Steel	Reinforcement Installation	\$ 133,420
	Kris Cella	PI	\$ 44,053
	GLF	Furnish/Install - Electrical Equipment	\$ 2,599,452
	Eisman & Russo	CEI	\$ 1,755,300
	Custom Controls	Furnish/Install - Control Equipment	\$ 839,455
	Quality Enterprises	Stormwater Consolidation, Outfall Diffuser System, Outfall Demolition, Roadway Drainage, Roadway, Water Quality, 3rd Street Drainage, Watermain Replacement, HDD Installation, Flatwork, Paving	\$ 28,076,166
		\$ 35,618,130.12	

**Attachment 8**

Owner Contingency

\$750,000 has been allocated to Owner contingency to cover cost overruns in identified allowance items.





IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

OWNER:

CITY OF NAPLES, FLORIDA  
A Municipal Corporation

ATTEST:

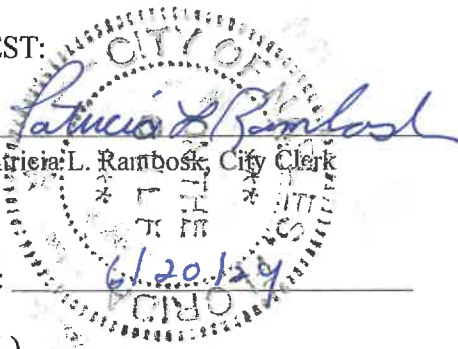
By:

Patricia L. Rambosk, City Clerk

Dated:

6/20/19

(SEAL)



By:

Jay Boodheshwar, City Manager

Approved as to Form and Legality:

City Attorney

WITNESSES:

Kiewit Infrastructure South Co.:

First Witness

Type/print the witness's name

Audrey Danbury

Second Witness

Type/print the witness's name

Iris Grayford

By: Tim Cleary

Title: District Manager

**EXHIBIT L**  
**TRUTH-IN-NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Kiewit Infrastructure South Co, hereby certifies that wage rates and other factual unit costs supporting the compensation for the construction management services of CONSTRUCTION MANAGER to be provided under this Agreement, concerning **RFP#23-001 Beach Restoration and Water Quality Improvements (Beach Outfalls) - Construction Manager at Risk (CMAR) – RFQ** are accurate, complete, and current as of the time of contracting.

**CONSTRUCTION MANAGER:**

**Tim Cleary**

By: Timothy J. Cleary

Print Name: Timothy J. Cleary Title: Sr. Vice President

Date: 6-12-2024