

**TASK ORDER (TO) AMENDMENT TO CSC AGREEMENT
(PROFESSIONAL CCNA SERVICES)**

Clerk Tracking No. 2017-00006 (16-00083)

THIS TASK ORDER AMENDMENT-01 (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 1st day of February 2017, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **Q. GRADY MINOR & ASSOCIATES, P.A.**, a Florida Corporation authorized to do business in Florida (the "CONSULTANT").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **March 26, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00043**. **This Task Order Amendment-01** is for services associated with **3rd Avenue South Design – 10th Street Roundabout Design: Task Order No. 16-03-65-02-16C12-01:** (the "Project"); and

WHEREAS, the parties desire to amend the Original Agreement by this Amendment-01 so that the CONSULTANT will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment-01 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, Time" is amended to state that this Project Task Order Amendment-01 will be **performed and completed by June 30, 2017 with a 30-day Project Close-out time frame**. Project: 3rd Avenue South Design – 10th Street Roundabout Design.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment-01 in the amount of **\$38,975.00** for the Project as indicated in **Attachment A-1 Scope of Services and Basis of Compensation**, attached and made a part of this 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

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 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. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

6. All other terms, provisions and conditions of the Original Agreement, except as expressly amended and modified by this Amendment, shall remain in full force and effect.
7. This 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 Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTESTO

By: *Patricia L. Rambosk*
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: *A. William Moss*
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: *Robert D. Pritt*
Robert D. Pritt, City Attorney

CONSULTANT:

Q. GRADY MINOR & ASSOCIATES, P.A.

3800 Via Del Rey

Bonita Springs, Florida 34134

Att.: **Justin Frederiksen, P.E.**, Vice President

Sally Goldman
Witness (Signature)

Printed
Name: *Sally Goldman*

By: *Justin Frederiksen*
(Signature)

Printed
Name: *JUSTIN FREDERIKSEN*

Title: *VICE PRESIDENT*

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

**Grady Minor****Civil Engineers • Land Surveyors • Planners • Landscape Architects**

January 13, 2017

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

**RE: Proposal for Professional Services
3rd Avenue South – 10th Street Roundabout Design**

Dear Mr. Reinke:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this proposal for additional services associated with the 3rd Avenue South project.

Background:

GradyMinor was contracted by the City to design improvements to 3rd Avenue South as follows:

- Conceptual design from Gulf Shore Drive to 10th Street.
- Full construction design of the 900 block (US 41 to 10th Street), not including intersection improvements at 10th Street.

As a result of public input during the conceptual design phase, GradyMinor completed preliminary designs of roundabouts for the intersections of 8th Street and 3rd Avenue South and 10th Street and 3rd Avenue South. Following presentations to the Naples Community Redevelopment Agency (CRA) Advisory Board and the CRA Board, it was decided that the 3rd Avenue South 900 block design be expanded to include a roundabout intersection at 10th Street and 3rd Avenue South.

We propose the following Scope of Services to complete the expanded project:

Phase No. 1 – Easement Sketch & Legal Description

Prepare easement sketches and legal descriptions for proposed improvements outside of the ROW. A total of two easement sketches and legal descriptions are included in this proposal.

Phase No. 2 - 60% Design

GradyMinor shall prepare a 60% construction design documents for a roundabout at the intersection of 3rd Avenue South and 10th Street, in conjunction with the 60% design of the 900 block improvements to 3rd Avenue South. The 60% design shall meet FDOT guidelines and include, but not be limited to:

- 1) A Key Sheet, Summary of Pay Items, Typical Sections, Summary of Quantities, Summary of Drainage Structures, Project Layout, Plan and Profile Sheets, Intersection Layout/Detail, Drainage Structures, Cross Sections, Storm Water Pollution Prevention Plan, Temporary Traffic Control Plans, Utility Adjustments, Signing and Pavement Marking Plans, Signalization Plans, Lighting Plans and Landscape and Irrigation Plans.
- 2) Access, curb cuts and driveways, median openings, and alleyway connections.
- 3) On-street parking, pedestrian and bicycle facilities.

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- 4) Stormwater management system modifications/improvements, including conveyance level of service (LOS) and stormwater quality improvements. Five year and 25-year storm events will be reviewed for LOS improvements.
- 5) An engineer's preliminary opinion of probable cost for the construction of the project based upon the 60% design.
- 6) Specification. GradyMinor will utilize the City's standard specifications, with supplemental specification as required.
- 7) Roundabout design QA/QC.
- 8) Providing the City the 60% design documents for review.
- 9) Meeting with the City to discuss the 60% design and receive feedback.

Phase No. 3 – Final Design

Based on input from City staff on the 60% design documents, GradyMinor will perform the Final Design. The Final Design will include:

- 1) Updated design documents.
- 2) A final engineer's preliminary opinion of probable cost for construction.
- 3) Providing the City the Final Design documents for review.
- 4) Meeting with the City to discuss the Final Design and receive feedback.
- 5) Updating the Final Design documents.
- 6) Deliver the final design documents to the City for ready for bidding and subsequent construction.

We propose to complete these tasks and deliver construction documents ready for construction within 150 days from NTP, estimated completion of June 30, 2017; in accordance the following cost schedule.

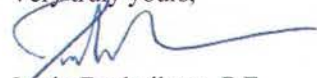
Phase	Description	Fee	Fee Type
1	Easement Sketch & Legal Description (two)	\$900.00	T&M
2	60% Design	\$23,205.00	T&M
3	Final Design	\$14,770.00	T&M
4	Reimbursable Expenses	\$100.00	Actual
TOTAL		\$38,975.00	

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

This Proposal is subject to the Standard Provisions of the City of Naples Continuing Service Contract Professional (RFQ 14-054). 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 approved City of Naples Continuing Service Contract Professional (RFQ 14-054) hourly rate schedule. 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