

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

Clerk Tracking No. 2017-00012

THIS TASK ORDER AMENDMENT (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 15th day of FEBRUARY 2017, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **ADEAS-Q, LLC**, a Florida Limited Liability Company authorized to do business in Florida (the "CONSULTANT").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **June 22, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original Clerk Tracking No. **15-00103**. This Amendment is for services associated with **Intersection Traffic Control and Design Feasibility Analysis, Task Order No. 17-01-65-70-17U01**; (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Amendment so that the CONSULTANT will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment 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 Amendment will be **performed and completed by June 30, 2017** with a 30-day Project Close-out time frame. Project: Intersection Traffic Control and Design Feasibility Analyses.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$49,994.00** 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.

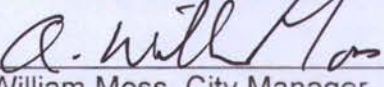
IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

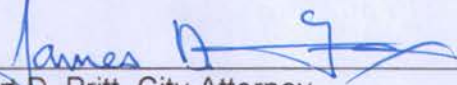
By: 
Patricia L. Rambock, City Clerk

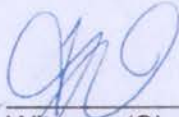
CITY:

CITY OF NAPLES, FLORIDA

By: 
A. William Moss, City Manager

Approved as to form and legal sufficiency:

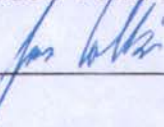
By: 
Robert D. Pritt, City Attorney


Witness (Signature)

Printed
Name: Alyssa Wood

CONSULTANT:

ADEAS-Q, LLC
446 Second Street North, Suite 100
Saint Petersburg, Florida 33701
Attention: **Jason Collins**, President

By: 
(Signature)

Printed
Name: Jason Collins

Title: President

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



EXHIBIT A***City of Naples******RFQ 14-054******Task 5******Intersection Traffic Control and Design Feasibility Analyses*****SCOPE OF SERVICES**

The City of Naples requires a Consultant to provide temporary support with transportation planning and engineering services. The purpose of the professional services provided hereunder is to assist the City's technical evaluation of traffic control and design alternatives at various span-wire signalized intersections throughout the City.

To improve the City's infrastructure and to protect the traffic signal system from damage during hurricanes and tropical storms, the City has been replacing span-wire and concrete pole systems with mast arm systems. Mast arms are better suited to resist high wind damage from tropical storms and hurricanes. Staff has recently questioned whether the remaining traffic signals needing mast arms are still warranted considering today's traffic data, or whether other forms of traffic control may offer a more effective solution.

This task would evaluate the most recent traffic volume, survey data, and crash data to determine whether traffic signals currently mounted on wires are still the best design alternative. The following intersections have been identified for technical evaluation:

1. Fleischmann Blvd at 10th St. N
2. Harbour Drive at Crayton Rd
3. 8th St. South at Broad Ave South
4. 9th Street S at 10th Ave South

Technical expertise and public outreach/education efforts provided by ADEAS-Q will assist the City in determining the best alternatives by completing the following activities:

- Determine if a roundabout is a feasible alternative to a signalized intersection.
- Provide conceptual designs and costs for a roundabout, where feasible.
- Provide conceptual designs and costs for mast-arm assembly where roundabouts are not feasible.
- Community involvement process.
- Prioritize intersection improvements over next five-years.
- Provide summary report and presentation to City Council.



Traffic volume data to be used in the evaluation is to be provided by the City via their annual monitoring program. Also, turning movement count (TMC) data to determine turning percentages for each direction is assumed to be collected/provided by the City. ADEAS-Q will coordinate with staff and provide materials to assist with the TMC data collection effort. Historical crash data for a minimum of five years at each intersection is also assumed to be provided by the City.

The Consultant will then perform a capacity analysis of alternative traffic controls per the most recent edition of the *High Capacity Manual (HCM)* using a combination of Synchro, Sidra, and/or HCS software, as appropriate. Available traffic volumes will be inserted into the model for evaluation and simulation. Other available data pertinent to the study area can be inserted into the model, as available. The existing Level of Service, volume/capacity ratios, and delay criteria from the peak hour will be used toward the comparative analysis.

Available right-of-way, as-built, and/or utility surveys available from the City will be used by the Consultant. The Consultant will use aerial photography and available As-Built CAD files provided by the City from which project alternatives can be designed with graphical illustration and scaled accuracy. The Consultant will perform a site visit of the study area to visually review items such as right-of-way, exposed utility locations, traffic control locations, drainage structures, and other pertinent data to help develop preliminary designs.

The Consultant will develop a draft plan view drawing of potential alternatives within the public right-of-way for the intersection. One roundabout build alternative is assumed for each location. Alternatives shall consider using new traffic control, geometry, potential lane modifications, landscaping, multi-modal access, and other improvements where feasible. Alternatives should provide transparency to help compare with existing conditions, and provide relevant dimensions. The drawings are expected to be developed using Sketch-up software. The draft preliminary concept drawings will then be submitted to the City for review.

The Consultant will also prepare preliminary cost estimates for converting each intersection to a mast-arm signal or a roundabout. It is assumed to reference Florida DOT cost items for this task unless the City provides other preferred sources of information.

The Consultant will then modify the plan view drawings and cost estimates per comments received by the City. One round of review comments is assumed in this task. The Consultant will then submit the drawings and costs back to the City after the modifications have been completed. The drawings and cost information shall be provided in electronic format as part of a summary report submitted to the City.



The Consultant is expected to prepare for and participate in the community involvement process. The Consultant shall prepare and provide a PowerPoint presentation, necessary displays for each public meeting, and be available to answer questions. One public meeting/workshop is assumed with public notification at a location arranged by the City.

Based on the traffic data, crash data, design considerations, cost estimates, and public feedback the Consultant will develop an implementation plan that prioritizes the intersection improvements over the next five years. The development of the plan will be coordinated with City staff and will include developing a summary evaluation matrix.

The Consultant shall prepare for and attend a City Council meeting. The purpose of this meeting is for the Consultant to provide a presentation and then also be available for questions and follow-up dialogue with the City Council.

The Consultant shall document the evaluation in a draft summary report to the City based upon the results from the completed activities. This summary report shall be presented with relevant charts and graphics that describe the methodology used toward reaching the project recommendations. A PowerPoint file will also be developed by the Consultant for presentations.

Based upon comments received, the Consultant will modify the draft report and PowerPoint, as appropriate. The draft report will be finalized and then submitted to the City. One electronic version of the final report will be submitted.

Consultant shall provide services not to exceed task fees for services. Rates are based on hourly fees contained within the continuing services agreement/contract. The Consultant shall provide a qualified professional transportation engineer and planner, or other appropriate staff available to provide these services with all of the Consultant's resources available for support, if needed. The Consultant will provide a Project Manager and staff to administer the professional services described in this Scope of Services, including but not limited to: a monthly report of work completed, other status reports, budgeting, and invoicing. The Consultant shall be available for monthly progress meetings with City staff.

Project scheduling and coordination will be through the Streets & Storm Water (S&SW) Director Gregg Strakaluse, P.E. unless otherwise designated. Scope and invoices to this task should also be directed to Gregg Strakaluse, P.E., S&SW Department Director.

END OF EXHIBIT A



EXHIBIT B

Payment Information

The total invoiced under this scope shall not exceed \$49,994 without written authorization from the S&SW Department Director.

Services provided will be billed on a percentage complete for each item described above for a reimbursable fee not to exceed Exhibit-B of the Continuing Services Contract (CSC) Agreement and its relevant Position's hourly rates. This amount includes anticipated reimbursables, such as reproduction costs, mileage, computer software, telecommunications, etc. that were previously factored into the hourly rates.

Intersection Traffic Control and Design Feasibility Analyses		TABLE 1									
Staff-Hour Estimate											
Task Name		Manager / Senior		Senior Engineer	Senior Designer	Senior Tech	Tech/ Designer	Clerical Admin	Unit Cost	Quantity	Labor Estimate
		Principal	Engineer								
		\$187.00	\$159.00	\$138.00	\$117.00	\$89.00	\$65.00	\$43.00			
Line Item of Tasks											
Kick off meeting with staff	2								\$374	1	\$374
Monthly project review with City PM and monthly project administration			2						\$318	4	\$1,272
Review/evaluate existing traffic counts			1	1		1			\$386	4	\$1,544
Review/evaluate crash data			1	1		1			\$386	4	\$1,544
Perform peak hour capacity analysis (Synchro, Sidra, HCS, etc)			1	2					\$435	4	\$1,740
Review As-Built/Survey/Utility information			1	1		2			\$475	4	\$1,900
Insert aerial photography and/or CAD overlay files			1	1		3			\$564	4	\$2,256
Perform site visits	2								\$374	4	\$1,496
Determine geometry and build base model of intersection layout			1	2		2			\$613	4	\$2,452
Design for existing ROW			1	4		4			\$1,067	4	\$4,268
Design for utility/drainage considerations			1	4		4			\$1,067	4	\$4,268
Evaluate bicycle accommodations				1		2			\$316	4	\$1,264
Evaluate pedestrian accommodations				1		2			\$316	4	\$1,264
Review and submit draft plan view	2		1			1			\$545	4	\$2,180
Develop long range cost estimates			1	2		4			\$791	4	\$3,164
Maintenance considerations			1	1		1			\$386	4	\$1,544
Modify plan view per comments received	2		2			4			\$950	4	\$3,800
Modify cost estimates for comments received			1	1		2			\$475	4	\$1,900
Develop PowerPoint presentation			4	2		4			\$1,268	1	\$1,268
Develop materials for public meetings and coordinate with City staff			2	4		4			\$1,226	1	\$1,226
Travel, set-up, and present at public meeting/workshop with Q&A	8							2	\$1,582	1	\$1,582
Prioritize intersection improvements			3	3					\$891	1	\$891
Develop implementation plan			2	3					\$732	1	\$732
Develop summary evaluation matrix			4	4		2			\$1,366	1	\$1,366
Develop draft report with tables and graphics			4	6		6		4	\$2,170	1	\$2,170
Prepare for and attend City Council meeting	6			1				1	\$1,303	1	\$1,303
Finalize report and submit			2	4		4			\$1,226	1	\$1,226
Subtotals		18	38	52	0	53	0	7	Subtotal: \$49,994.00		
									Expenses (Included): \$0.00		
									TOTAL: \$49,994.00		

**EXHIBIT B****BASIS OF COMPENSATION HOURLY RATES**

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment on a monthly basis on the percentage of work completed per Task Order issued.

Current hourly rates and position title descriptions 1-29 are included in this Exhibit B and Attachment B-1, which are attached and made a part of this agreement. However, the price for each Task will be negotiated at the time the Task Order is issued.

CONSULTANT will be allowed to submit a revised hourly rate table before the end of a CITY's Fiscal Year during the month of August that will be based off of the Engineering News-Record Construction Cost Index published by McGraw-Hill Engineering News-Record. The CITY upon receipt of any revised hourly rate table will review said hourly rates and determine with the CONSULTANT if any of the hourly rate(s) will be increased or decreased as negotiated between the CITY and the CONSULTANT. The first allowed submittal of a revised hourly rate table must be received in August 2015 for Fiscal Year 2015-2016. Revised hourly rate requests will be allowed to be submitted in the same manor from the CONSULTANT to the CITY for review through the term of the Continuing Services Contract.

Firm:	ADEAS-Q, LLC	
34-50	Title	Rate Per Hour
1	Principal	\$187.00
2	Senior Project Manager	\$0.00
3	Project Manager	\$159.00
4	Senior Engineer	\$159.00
5	Engineer	\$138.00
6	Senior Inspector	\$0.00
7	Inspector	\$0.00
8	Senior Planner	\$0.00
9	Planner	\$0.00
10	Senior Designer	\$117.00
11	Designer	\$65.00
12	Environmental Specialist	\$0.00
13	Senior Environmental Specialist	\$0.00
14	Scientist/Geologist	\$0.00
15	Senior Scientist/Geologist	\$0.00
16	Marine Biologist/Hydrogeologist	\$0.00
17	Senior Marine Biologist/Hydrogeologist	\$0.00
18	Senior GIS Specialist	\$0.00
19	GIS Specialist	\$0.00
20	Clerical/Administrative	\$43.00
21	Senior Technician	\$89.00
22	Technician	\$65.00
23	Surveyor and Mapper	\$0.00
24	CADD Technician	\$0.00
25	Survey Crew - 2 man	\$0.00
26	Survey Crew - 3 man	\$0.00
27	Survey Crew - 4 man	\$0.00
28	Senior Architect	\$0.00
29	Architect	\$0.00

END OF EXHIBIT B

Intersection Traffic Control and Design Feasibility Analysis

Draft Schedule

Task Description	Weeks from Notice to Proceed									
	2	4	6	8	10	12	14	16	18	
Review/evaluate traffic and crash data	■									
Perform capacity analysis	■	■								
Determine geometry of intersection layouts		■	■	■						
Design for utility/drainage considerations			■	■						
Evaluate multi-modal accommodations			■	■						
Develop preliminary cost estimates				■	■					
Modify draft plan view and cost estimates per comments received					■	■	■			
Develop presentation and materials for public meeting					■	■	■			
Conduct public meeting/workshop						■	■	■		
Prioritize improvements and develop draft report							■	■	■	
Prepare for and attend City Council meeting								■	■	
Finalize report and submit									■	