

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

Clerk Tracking No. 2017-00045

**THIS TASK ORDER AMENDMENT** (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 7<sup>th</sup> **day of April 2017**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **BSSW ARCHITECTS, INC.**, 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 **July 30, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00120**. **This Amendment is** for services associated with the **Design Services Related to Naples Police Department Building Modifications, Tasks I-III: Task Order No. 17-01-09-17-17I31:** (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 and its tasks will be **performed and completed from the CITY Notice-to-Proceed by April 30, 2018 with a 60-day Project Close-out time frame.** Project: Design Services Related to Naples Police Department Building Modifications. **Task I and II:** however shall be completed within 60-days of receiving the CITY Notice-to-Proceed, as indicated in Attachment A-1 Scope of Services and Basis of Compensation, attached and made a part of this Amendment.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$23,500.00** 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](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 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.

**CITY:**

**ATTEST:**

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

**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:**

**BSSW ARCHITECTS, INC.**

949 Central Avenue

Naples, Florida 34102

Attention: **Daniel A. Summers, AIA**, President

Debbie Murtagh  
Witness (Signature)

By: Daniel A. Summers  
(Signature)

Printed  
Name: Debbie Murtagh

Printed  
Name: DANIEL A. SUMMERS

Title: PRESIDENT

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



March 8, 2017

Mr. Dana Sousa, Director  
City of Naples Community Services Department  
280 Riverside Circle  
Naples, FL 34102

Via Email: [dsousa@naplesgov.com](mailto:dsousa@naplesgov.com)

Architectural and Engineering Design Services proposal for:

**Miscellaneous professional design services related to Naples Police Department Building modifications**

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**Project Background**

In February of 2016 a report by TKW engineers outlined strategies for hardening of the Police Building to withstand 130 MPH winds or a Category 3 storm event. As a first phase of implementing the recommendations of this report the city engaged to have the roof truss tie downs installed. That work has since been completed.

The next phase of work consists of installing window and door protection, such as shutters, over the existing windows and doors that comply with hurricane protection standards. Additionally, the police department would like to install Bullet resistant glass in the first floor windows as a bid alternate.

**Scope of Work:**

**1. GENERAL DESCRIPTION OF PROJECT SCOPE AND TASK OUTLINE**

- Task I: Provide construction and permit documents with details and specifications for the installation of electrically controlled shutter system over the existing windows and replacement of exterior doors with hurricane rated assemblies in the building.
- Task II: Provide details and specifications to install bullet resistant glass in first floor windows and door/walls in the lobby space.
- Task III: Provide Bidding assistance and Construction Contract Administration for the project.

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1000 E. 1st Street, Suite 200  
Fort Myers, FL 33902  
Tel: 941.336.1111  
Fax: 941.336.1112

NAPLES  
4000 1st Avenue, Suite 200  
Naples, FL 34102  
Tel: 239.434.0100

ARCHITECTURE - PLANNING - INTERIOR DESIGN

## 2. CLARIFICATIONS/ASSUMPTIONS/EXCLUSIONS

- 2.1. Reimbursable expenses: Design professional will be reimbursed for the following direct expenses:
- 2.1.1. Printing of Construction Contract documents or other printing requests made by the owner (normal coordination prints are included as part of basic services)
  - 2.1.2. Mailing/delivery costs (Mailing, Courier costs, Federal Express, etc.).

## 3. Professional Fees: Lump Sum

Basic services	Architectural & Engineering Fee			Total
Task I: Shutter design and permit documents	\$7,500			\$11,500
Task II: Bullet resistant glass design and permit documents	\$5,000			\$5,500
Task III: Bidding assistance and Construction Contract Administration	\$5,500			\$6,000
<b>Subtotal</b>				<b>\$23,000</b>
Reimbursable Expenses				\$500
<b>Total</b>				<b>\$23,500</b>

The quoted fee is valid for two (2) months from the date of this proposal/contract.

- 3.1. Service outlined above provided at a lump sum:

**Twenty One Thousand Dollars (\$23,000.00)**

## 4. Schedule

**Design documents & owner approvals for Architectural Scope outlined above.**

Task I-II	60 days
Owner review and approvals	25 days
Bidding	45 days
Task III - Construction	180 days
<b>Total</b>	<b>310 days from NTP</b>

Proposal continued – Miscellaneous professional services related to Naples Police Building modifications

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## **5. Reimbursable Expenses**

- 7.1. Direct expenses related to the project, such as cost of document reproduction, document courier, and other necessary expenses shall be reimbursed to the Architect at cost, not to exceed \$500.00.

## **6. Form of Agreement**

- 8.1. Form of Agreement shall be in accordance with terms specified in the City of Naples Library of Professional Services Consultant Agreement.

We will be able to start this work immediately upon acceptance of this proposal and Notice to Proceed (NTP).

Should you have questions or need additional information please feel free to contact me anytime.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel Summers", with a stylized flourish at the end.

Daniel A Summers, AIA  
President