

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

Clerk Tracking No. 16-00031

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 9th **day of March 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **Agnoli, Barber and Brundage, Incorporated**, a Florida Profit Corporation (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **July 7, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00106**. **This Task Order Amendment** is for services associated with **Task Order No. 16-01-09-26-546340: Norris Center Drainage** (the 'Project'); and

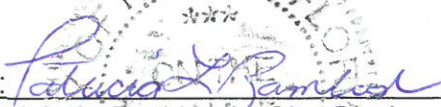
WHEREAS, the parties desire to amend the Original Agreement by this Task Order Amendment so that the Consultant will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment herein.

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 will be performed and completed within 60-days from the issuance of a Notice-to-Proceed and with a 30-day Project close-out time frame. Project: **Norris Center Drainage**.
3. "Article Four, Compensation" is amended to reflect an increase to the Consultant for this Task Order Amendment in the amount of **\$4,700.00** 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. 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.
5. 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 Task Order Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: 
Patricia L. Rambosk, City Clerk

Approved as to form and legal sufficiency:

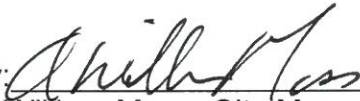
By: 
Robert D. Pritt, City Attorney


Witness (Signature)

Printed
Name: Kimberly A. Gratton

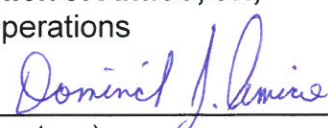
CITY:

CITY OF NAPLES, FLORIDA

By: 
A. William Moss, City Manager

CONSULTANT:

Agnoli, Barber and Brundage, Incorporated
7400 Tamiami Trail N, Suite 200
Naples, Florida 34108
Att.: **Dominick J. Amico, Jr.**,
P.E., VP/Operations

By: 
(Signature)

Printed
Name: Dominick J. Amico, Jr.

Title: VP/Operations

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



Professional engineers, planners & land surveyors

7400 Tamiami Trail North, Suite 200, Naples, Florida 34108 - (239) 597-3111 - FAX: (239) 566-2203

March 8, 2016

VIA EMAIL: 2ronyjoel@comcast.net

Dana Souza, Director Community Services
280 Riverside Circle
Naples, FL 34102

**Re: City of Naples Norris Center Drainage
ABB PN 16-0021**

Dear Mr. Souza:

At your request, Agnoli, Barber & Brundage, Inc., is pleased to submit this proposal to render professional services on the above referenced project. Agnoli, Barber & Brundage, Inc, hereinafter referred to as ABB, proposes to provide City of Naples, hereinafter referred to as Client, the professional services outlined in the attached "**Exhibit A**". If the basis of some of the work scope is Time and Material (T/M), a rate code sheet may also be attached.

1. **ADDITIONAL SERVICES AND EXTRA WORK**

Services not specifically included above will be performed as additional services on an hourly basis, plus reimbursable expenses. Services and fees provided in this Agreement are based upon 14-054 RFQ CSC Agreement dated July 7, 2015; Clerk Tracking No. 15-00106 and any applicable governmental rules, regulations and policies in effect at the time of execution of this Agreement. Should changes take effect during the period services are being performed and result in additional ABB work requirements, this Agreement will be modified by approval of the parties. In addition, ABB will perform additional services beyond the work described within this Agreement as requested and authorized by the Client. When such work can be identified in advance, ABB will provide a reasonable estimate for such work and written authorization obtained.

Work that is requested which is not included in the scope of this proposal (extra work) must be approved by an authorized representative prior to any time being expended towards the completion of the extra work. A duly authorized change order will be required before any extra work is conducted.

2. **TIME OF PERFORMANCE**

ABB will start services promptly upon receipt of the following: a City of Naples Notice to Proceed, a retainer in the amount of \$N/A, and one executed copy of a signed proposal. Upon receipt of the above listed, ABB will complete work within sixty (60) days from the City of Naples' Notice to Proceed. All funds provided as retainer shall be credited to the last project billing.

3. OUTSIDE SERVICES

Outside services not specifically included in this Agreement are as follows:

- A. Geotechnical Engineering
- B. Street Lighting Design/Plans
- C. Structural Engineering Services
- D. Archaeological/Historical Survey
- E. Materials Testing
- F. Hazardous Waste Assessments
- G. Legal Services
- H. Architectural/Building Design and Permitting (to be provided by architect)
- I. PUD, rezoning and/or Public Hearings, Conditional Use
- J. Variance or Deviations from Land Development Code
- K. Survey Sketches and Legal Descriptions
- L. Construction Stake-Out
- M. Landscape and Irrigation Plans
- N. Phase I Environmental Report
- O. Site Environmental Studies and Permitting
- P. SFWMD, USFWS and Army Corps of Engineers Environmental Permitting
- Q. Traffic Studies/Impact Statement
- R. Services not specifically described in “**Exhibit A**” of this Agreement

4. RESPONSIBILITIES OF CLIENT

ABB's performance under this Agreement is contingent upon the Client or others designated by the Client providing ABB with:

- A. All documents, information relating to special or extraordinary considerations, existing permits, maps, deeds, easements, abstracts, surveys, topography or other information in the client's possession relating to the project.
- B. In writing of all client's criteria, design, construction and other requirements for the project.
- C. Any existing surveys of the property.
- D. Guarantee of access to and make provisions for ABB and its subcontractors to enter upon public and private lands as required to perform their work under this Agreement.
- E. Client is responsible for all governmental permit fees.

5. FEES AND COMPENSATION

Billing for services and reimbursable expenses will be submitted on a monthly basis and will be based on progress of the work. All invoices are due and payable upon receipt. Invoices not paid within thirty (30) days shall accrue interest at a rate of 1.5% per month from the due date until paid. If payment is not received within forty-five (45) days from date of invoice, work will stop until the

total unpaid balance has been received. The project schedule and schedule of deliverables will be subject to the Client's timely payments of fees. In the event it is necessary for ABB to employ an attorney to collect sums due under this Agreement, Client shall be responsible for all costs incurred, including ABB's reasonable attorney fees.

Out of pocket expenses shall include, but not be limited to, travel expenses (lodging, meals), project related mileage in accordance with the rate code sheet, shipping, printing and reproduction cost, permit or document review fees, and special equipment or materials required for the performance of the services requested.

Fee Disclaimer: Client agrees that ABB has been selected to perform services on this project based on 14-054 RFQ CSC Library of Consultants qualifications and expertise in the area of Civil Engineering, Land Surveying, and Land Planning. Client also agrees that the current permitting climate is unpredictable due to continually changing regulations and interpretations of same. Engineer has presented good faith budget estimates based on past performance of similar work but in no way can guarantee that these budgets will be sufficient for the successful completion of the permitting tasks represented herein, or that permits can be obtained for the Client's project.

6. PROVISIONS AND CONDITIONS

- A. Acceptance Period. This proposal is effective for a period of sixty (60) days from the date shown. If not accepted in writing within this period, ABB reserves the right to modify any portion thereof or withdraw the proposal in its entirety.
- B. Ownership of Documents. All documents, including original drawings, notes, data and report originals are and shall remain the property of ABB as an instrument of service. If so requested in writing, the Client will be provided reproducible drawings and other documents in consideration of which the Client agrees to use them without alteration solely in connection with the project.
- C. Project Coordinator. Due to the fact that this project is located in N/A and our servicing office is located in Collier County, FL, provision of our services will need to be coordinated with the construction schedule to minimize our trips to the site and when on the site providing for the maximum efficiency of the construction layout process. Incomplete scheduling of our services may be subject to additional charges for lost time due to excessive travel.

7. TERMINATION AND LIABILITY

This Agreement may be terminated with or without cause by either party upon seven (7) days written notice. In the event of termination, Client shall be bound to pay ABB for all services rendered to the effective date of termination, all reimbursable expenses and collection and/or legal fees. Neither ABB nor ABB's subcontractors shall be jointly, severally or individually liable to the owner in excess of the compensation to be paid pursuant to this Agreement, or the amount remaining of the policy year Aggregate limit, or \$500,000 whichever is less. All disputes related to the contracted services that are not mutually resolved between ABB and the Client shall be

resolved using mediation as a first remedy. Further, Client agrees to waive ABB's liability for consequential damages.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(1)(c), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

We hope that this Agreement satisfactorily responds to your request. The terms and conditions of this proposal are intended to maintain full professional liability insurance coverage which is for our mutual benefit. Execution of the City of Naples' Task Order that includes Attachment A-1 that is in reference to this document as proposed is sufficient grounds for us to begin the work described herein. Please return one (1) original copy of this document, signed by a duly authorized representative of the Client, which will serve as our authorization to proceed. By signing below, the undersigned hereby represents and warrants that they have full authority to contract on the Client's behalf for the services and fees proposed herein. If you have any questions, please do not hesitate to call.

Sincerely,

AGNOLI, BARBER & BRUNDAGE, INC.



Dominick J. Amico, Jr., P.E.

AUTHORIZATION

You may designate a person to act as your representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, make work scope changes, and make or interpret the Client's decisions.

Arnon R. Joel, P.E.

Outside Project Coordinator

Optional Designated Representative - Print Name

Client - Printed Name and Title



3-9-16

Optional Designated Representative Signature

Client Signature

Date

By signing above, Client hereby represents and warrants that they have full authority to enter into legal binding contracts affecting the real property described herein, and if listed authorizes the Designated Representative to assume full project direction authority and will be responsible for payment of the fees proposed herein or as directed by work change orders.



Professional engineers, planners & land surveyors

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Estimated Project Budget
City of Naples Norris Center Drainage
March 8, 2016
ABB PN: 16-0021

	Scope of Services	
	The City of Naples Norris Center located at 755 8th Ave. S. currently experiences minor flooding from floor and planter drains. Based on a pre-contract field review, survey services will be necessary to determine elevations of the areas affected as a means of providing a solution. The following scope is provided to take the needed survey information and assess roof drain pipe diameters as required by the current Florida Building code. This project is to be conducted under the terms of the current "Library of Professional Consultants" contract with the City. The project will be billed on a fixed fee basis.	
1.	Basic Services	\$4,700 FF
A.	Design Survey	\$1,950 FF
	Our construction technician will conduct a field survey of a portion of the site as defined in the field by you as the areas experiencing the drainage issues. The field topography will be to the NGVD datum and will use an NGVD benchmark set onsite by our standard survey crews. The surveyed elevations of the various locations will be marked on a pdf of the original building plans provided by you. NGVD was the datum shown on the plans for the construction of this project.	
B.	Roof Leader Evaluation	\$2,750 FF
	Based on the building plans provided, we will estimate roofed area draining to a particular down spout and assess the sizing of the roof leaders and underground collection system using the current FBC as a sizing guide. Any sizing takeoffs or calculations will be shown on the pdf plans provided. A site visit with the ABB assigned engineer and City official is also included with this task.	
	FF = Fixed Fee. Billings will be based on percent completion. Note: All review fees paid to agencies to be supplied by client.	

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:	Agnoli, Barber and Brundage, Inc.	
20-26	Title	Rate Per Hour
1	Principal	\$206.00
2	Senior Project Manager	\$172.00
3	Project Manager	\$147.00
4	Senior Engineer	\$157.00
5	Engineer	\$123.00
6	Senior Inspector	\$96.00
7	Inspector	\$76.00
8	Senior Planner	\$139.00
9	Planner	\$110.00
10	Senior Designer	\$114.00
11	Designer	\$94.00
12	Environmental Specialist	\$109.00
13	Senior Environmental Specialist	\$134.00
14	Scientist/Geologist	\$93.00
15	Senior Scientist/Geologist	\$118.00
16	Marine Biologist/Hydrogeologist	\$110.00
17	Senior Marine Biologist/Hydrogeologist	\$138.00
18	Senior GIS Specialist	\$139.00
19	GIS Specialist	\$102.00
20	Clerical/Administrative	\$62.00
21	Senior Technician	\$85.00
22	Technician	\$72.00
23	Surveyor and Mapper	\$120.00
24	CADD Technician	\$81.00
25	Survey Crew - 2 man	\$130.00
26	Survey Crew - 3 man	\$161.00
27	Survey Crew - 4 man	\$189.00
28	Senior Architect	\$154.00
29	Architect	\$121.00

END OF EXHIBIT B