

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

Clerk Tracking No. 16-00123

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 18th **day of August 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **DISNEY & ASSOCIATES P.A.**, a Florida Profit Corporation (the CONSULTANT").

WHEREAS, the CITY and the CONSULTANT entered into that certain Agreement to furnish CCNA Services, on **May 5, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00077**. **This Amendment is** for professional services associated with **Utility Maintenance Building Construction Administrative Services Enhanced: Task Order No. 16-02-40-70-16X06-01**: (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 60-day Project close-out time frame. Project: Engineering Study of HVAC & Electrical Systems Community Development Center.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$12,285.00** 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.

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:

DISNEY & ASSOCIATES, P.A.
1865 Veterans Park Drive, Suite 301
Naples, Florida 34109
Att: **Dalas Disney**, President

By: Dalas Disney
(Signature)

Tyler Thorp
Witness (Signature)

Printed
Name: TYLER THORP

Printed
Name: DALAS DISNEY

Title: ARCHITECT / PRESIDENT

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

**Disney & Associates, P.A.****Architecture and Planning**

1865 Veterans Park Dr., Suite 301

Naples, Florida 34109-0447

Phone 239.596.2872 Fax 239.596.2874

AA 0002502

August 12, 2016

City of Naples
380 Riverside Circle
Naples, Florida 34102

Attn: Mr. Ben Copeland
Budget and CIP Manager

Re: Professional Architectural Services
City of Naples Utility Maintenance Building
Construction Services - Enhanced

Dear Mr. Copeland:

Disney & Associates, Architects are pleased to present this proposal for enhanced professional Architectural and Engineering services for Construction Administration at the new Utility Maintenance Building.

We have developed this proposal based upon our conversations and the beginning of the project construction. This proposal scope was developed as we have discussed the project and our services are listed below for your review and acceptance.

The services outlined in this proposal shall be provided in compliance with the terms and conditions as set forth in our current Professional Services – Continuing Services Contract #14-054 - Library of Consultants of April 3, 2015; Clerk Tracking No. 15-00046. Purchase Order #1600823-00 is in place for the project construction observation and this submission will add Architectural and Engineering site visit for the remaining duration of the project.

Outlined below is a summary of the anticipated scope of services, tasks and associated professional fees. We have also indicated the estimated reimbursable expenses for the project and an indication of the Consulting Services that may be required.

Project Profile

- ❖ The City of Naples (Owner) intends to enhance the Architectural and Engineering site visits and construction observation to provide added general contractor coordination and oversight.
- ❖ Disney & Associates (Architect) has been requested by the Owner to provide a proposal structured for basic Architectural, Structural, Plumbing, Mechanical (HVAC), Electrical, Fire Protection and Civil Engineering Construction phase services increased site visits.

Project Assumptions / Description

- ❖ The Owner will make available all pertinent information and documents associated with the project for the performance of the Architects services.
- ❖ This proposal includes performing all services within a one-time basis and for one phase of construction services.
- ❖ The Construction services shall be as further outline in the Scope of Services section of this proposal.

Scope of Services

Task 1 - Construction Services

- 1.1 Construction Administration Phase Services - During construction we shall review the work for compliance with the contractor's agreement with the owner. Construction services are generally described as reviewing the construction progress on a bi-weekly basis, review contractor payment applications, answering contractors questions (RFI), developing one punch list walk through, one final walk through, and reviewing material and equipment submittals for the project. We anticipate ten (10) months construction duration. Structural, Mechanical, and Electrical consultant shall conduct periodic site observations coordinated with the stage of construction, and on call under the direction of the Architect.
- 1.2 Services Included are;
 1. Added Office Construction services and telephone support,
 2. Increased Site visits including, 8-Architect visit during the course of the project (bi-weekly OAC). Civil engineer shall increase periodic site visits to insure contractor's compliance with plans, specifications and schedule, to certify the project. Civil Engineer has added the cost of a landscaping plan as required by the City Pan Permit Review that was not previously required nor included in the scope of work.

Compensation and Method of Payment

Task Number	Task Title	Amount of Compensation	Basis of Compensation LS or NTE or Hourly
1	Construction Services	\$11,670.00	LS
2	Other Expenses	\$ 615.00	Not To Exceed
TOTAL		\$12,285.00	

Please note that the quoted fee does not include the following:

- Revisions after approval which shall be invoiced in addition to basic fees
- Other issues not specifically included in the outlined scope of work

Anticipated Schedule Requirements

Note that the schedule below is our best estimation and may revise based upon further discussions with the staff the General Contractor and City Staff. We are able to begin the design work for this project immediately following the receipt of a work order and Notice to Proceed. As a basis of discussion we anticipate the following;

Construction 10 months

Subconsultants

We propose the following at consultants for the project.

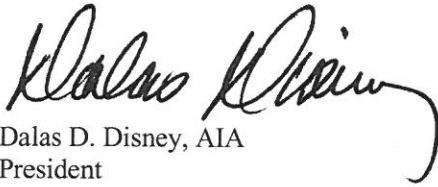
Civil Engineer - Grady Minor - Bonita Springs, FL

PME, FP Engineering – Burgess Brant Engineering, Ft. Myers, FL

Structural Engineer – Liebl & Barrow Engineering, Ft. Myers, FL

As always, should you have any questions concerning any of the information contained in this proposal, please feel free to contact us. It was a pleasure meeting with you to discuss the various issues relating to your needs. We look forward to working with you on this project.

Sincerely,



Dalas D. Disney, AIA
President

file: City Utility Maintenance Building-CA-Proposal-04 CA Add

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

May 2, 2016

Revised July, 1, 2016

Disney & Associates, PA
Attn: Mr. Dalas Disney
1865 Veterans Park Dr., Suite 301,
Naples, Florida, 34109-0447

**RE: Proposal for Professional Services
Construction Engineering Administration
City of Naples Utility Maintenance Building**

Dear Mr. Disney:

We have prepared this Proposal to provide Construction Engineering Administrative Services for the proposed City of Naples Utility Maintenance Building located at 1400 Third Avenue North, Naples, Florida. It is anticipated that the project will consist of phased construction to allow the installation of the new Utility Maintenance Building and supporting infrastructure, the demolition of the existing building, and the construction of a new parking lot and supporting drainage system to the East of the new Utility Maintenance Building.

Work under this Proposal would generally consist of Limited Construction Administration and limited part time site inspection services during paving operations. We will work closely with you, your client, other consultants and contractors, as necessary, to fully coordinate our work on this project.

Our Scope of Services for the proposed work items includes the following:

I. CONSTRUCTION ENGINEERING ADMINISTRATION

- Provide limited assistance during construction to include coordination with the City of Naples on acceptance of installed utilities and pavement improvements, miscellaneous coordination meetings, and additional limited inspection services during paving operations.
- Provide a Landscape plan for the proposed parking lot improvements to meet City of Naples requirements.

II. MISCELLANEOUS REIMBURSABLE EXPENSES

The consultant shall include an allowance for reimbursable expenses generally associated with projects as described herein. The following is a list of items generally expected throughout the term of a project:

- Long distance charges related to the project
- Express delivery services
- Document reproduction expenses
- Vehicle mileage

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 • Fax. 239-947-0375
EB 0005151 • LB 0005151 • LC 26000266

www.gradymenor.com

Mr. Dalas Disney
City of Naples Utility Building
July 1, 2016
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- Blueprinting charges
- Other customary indirect expenses

Our estimated fees to perform the work will be **\$3,950.00** (see attached fee schedule) and will be billed on a time and materials basis. A breakdown of the estimated fees is attached for your review.

We will bill you monthly on a percent complete basis for fixed fee tasks and on a time and materials basis per the attached hourly rate schedule for T&M Tasks.

This proposal is based on the following project assumptions:

Client will pay all regulatory agency review and permit fees.

All relative survey data, easement documents, title options, and permits (including drawings) for the project will be made available in hard copy and electronic format, if available.

This proposal excludes environmental consulting services, zoning services, construction level full time inspection, and permitting through all regulatory agencies. This proposal also excludes water use permitting for an irrigation well or dewatering through SFWMD.

Any legal work would be provided by you.

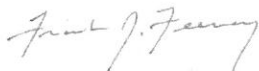
This Proposal is subject to the attached General Conditions.

Work performed beyond the scope of what is described above will be billed on a time and material basis per the attached rate schedule.

Your acceptance of this Proposal and the attached General Conditions may be indicated by signing below and returning one copy to our office.

This Proposal is void if not executed and returned to us within thirty days of its date.

Sincerely,



Frank J. Feeney, P.E.
Sr. Project Manager

FJF/jj

This Proposal and the Attached General Conditions Accepted:

By: _____

Mr. Dalas Disney
Disney & Associates, PA

Date: _____

Mr. Dalas Disney
City of Naples Utility Building
July 1, 2016
Page 3 of 5

CITY OF NAPLES UTILITY MAINTENANCE BUILDING

SCHEDULE OF FEES

May 2, 2016

I.	Construction Engineering Administration	\$3,850.00	Estimated Fee
II.	Reimbursables	<u>\$ 100.00</u>	<u>Estimated Fee</u>

Total Estimated Fees: **\$3,950.00**

Note: GradyMinor's fees do not include application, permit, or review fees.

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

Invoices will be issued the first or second week of each month, payable upon receipt, unless otherwise agreed.

Any government imposed taxes or fees shall be added to our fees for services under this Proposal (agreement).

We reserve the right to renegotiate fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

All reports, drawings, specifications, field data, notes and other documents, including all documents on electronic media, prepared as instruments of service shall remain the property of Q. Grady Minor & Associates, P.A.

Services related to asbestos, hazardous or toxic materials are excluded. Client shall provide a site that complies with applicable laws and regulations.

Client shall pay all project permit and application fees including but not limited to plan review, platting, permits, impact fees, etc.

A late charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days. Payment thereafter to be applied first to accrued late charges and then to the principal unpaid amount. The Client shall be liable for all attorney's fees and costs incurred by Q. Grady Minor & Associates, P.A. incident to collection of any indebtedness.

Client's failure to make payment to us within 30 days shall constitute a material breach of this Proposal and shall be cause for termination by Q. Grady Minor & Associates, P.A.

Neither Q. Grady Minor & Associates, P.A., nor its consultants, agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement or One Hundred Twenty-Five Thousand dollars (\$125,000), whichever is greater, due to any claim arising out of or relating to the performance of professional services under this agreement.

In the event the Client makes a claim against Q. Grady Minor & Associates, P.A. at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including staff time, court costs, related expenses and attorney's fees incurred by us in defending ourselves against the claim.

The only warranty or guarantee made by Q. Grady Minor & Associates, P.A. in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality.

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Bonita Springs, FL 34134

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www.gradymminor.com



Grady Minor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

2014 HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

PRINCIPAL ENGINEER:	\$165
PRINCIPAL PLANNER:	\$165
REGISTERED ENGINEER:	\$145
REGISTERED SURVEYOR & MAPPER:	\$135
REGISTERED LANDSCAPE ARCHITECT:	\$135
ENGINEER:	\$125
SENIOR PLANNING TECHNICIAN:	\$105
SENIOR ENGINEERING TECHNICIAN:	\$105
SENIOR SURVEYING TECHNICIAN:	\$95
ENGINEERING TECHNICIAN:	\$85
LANDSCAPE DESIGN TECHNICIAN:	\$85
SURVEY TECHNICIAN:	\$85
CONSTRUCTION PROJECT MANAGER:	\$110
FIELD ENGINEER:	\$85
INSPECTOR:	\$75
PROJECT ADMINISTRATOR:	\$65
ADMINISTRATIVE ASSISTANT:	\$55
SURVEY FIELD CREW: (3 MAN)	\$145
SURVEY FIELD CREW: (2 MAN)	\$125
BLACKLINES:	\$1.60/each
MILEAGE:	\$0.485/mile
LATH:	\$55/bundle (50)
STAKES:	\$28/bundle (25)

Sub-consultant Charges: Cost + 15%

Other incidental expenses: Actual Cost + 10%

Expert witness at 200% of schedule fees

Any State of Florida services tax will be added to our fees

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4/28/2016

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