

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

Clerk Tracking No. 16-00129

**THIS TASK ORDER AMENDMENT** (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 25<sup>th</sup> **day of August 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **MICHAEL A. MCGEE, LANDSCAPE ARCHITECT, P.A., d.b.a. MCGEE & ASSOCIATES** a Florida Profit Corporation (the CONSULTANT").

**WHEREAS**, the CITY and the CONSULTANT entered into that certain Agreement to furnish CCNA Services, on **July 31, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00116**. This Amendment is for **Landscape Architectural Services for 8<sup>th</sup> Avenue S. Beach Access Park Improvements: Task Order No. 16-02-10-17-546000**: (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 October 31, 2016** with a 30-day Project Close-out time frame. Project: Landscape Architectural Cambier Park Veterans Memorial.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$4,980.00** 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.

**ATTEST:**

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:**

Michael A. McGee, Landscape Architect, P.A.  
d.b.a McGee & Associates  
5079 Tamiami Trail E.  
Naples, Florida 34113  
Att: **Michael A. McGee**, President

[Signature]  
Witness (Signature)

Printed  
Name: Michael A. McGee

By: [Signature]  
(Signature)

Printed  
Name: MICHAEL A. MCGEE

Title: PRESIDENT

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

# *McGee & Associates*

## **Landscape Architecture**

August 4th, 2016

Dana A. Souza, Director  
City of Naples Community Services Department  
280 Riverside Circle – Naples, FL 34102

Subject: Proposal of Landscape Architectural Services for 8<sup>th</sup> Ave. S. Beach Access Park Improvements per the City of Naples (Professional Services - (CSC) Continuing Services Contract), Bid No.14-054, Clerk Tracking No.15-00116, (MA 2016-016P)

Dear Mr. Souza:

As requested McGee & Associates is providing the following proposal of services for your review and approval.

McGee & Associates (M & A) agrees to provide the following "Scope of Services" related to the final landscape, hardscape and irrigation renovation design for the proposed project as described above. See attached "Project Man Hour and Fee Calculations", schedule Sheet 1 for service hours.

### **Scope of Services**

#### **Task 1.1 - Planning & Base Plan Development**

Review City's existing "Record Drawings", if available for the preparation of proposed plans. Perform on-site review to inventory and verify locations of site amenities, as well as existing conditions.

- 1.1.1 Site Inventory
- 1.1.2 AutoCAD Base Plan Development

#### **Task 2.1 Conceptual Development**

- 2.1.1 Meetings & Correspondence  
Attend necessary staff and/or project on-site meetings for the project concept development and provide required written correspondence, verbal communications or presentations for the project development.
- 2.1.2 Prepare conceptual plans in order to convey the design intent developed by M & A and to receive approvals. To include presentation graphics for presentations. Graphics may consist of 24" x 36" boards, Powerpoint presentation or Photoshop images.
- 2.1.3 Develop conceptual opinion of costs related to the approved final conceptual plan to determine if project is within any proposed budget.

#### **Task 3.1 - Final Design - Hardscape Elements**

Hardscape plans shall be prepared consistent to 2010 Florida Building Codes, City of Naples Codes and Ordinances, accepted industry standards and per the requested design program elements.

- 3.1.1 Meetings & Correspondence  
Attend necessary staff and/or project on-site meetings for the project design development and provide required written correspondence, verbal communications or presentations for the project development.
- 3.1.2 Design  
Develop plans based upon the approved concept, site conditions and requested design program elements.  
To minimally include items or services as follows:
  - a. Hardscape element design and/or layouts.

### **Design \* Environmental Management \* Planning \* Arborist**

5079 Tamiami Trail East / P. O. Box 8052 Naples, Florida 34101

Phone (239) 417-0707 \* Fax (239) 417-0708

LCC000098 \* FL 1023A

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Dana A. Souza, Director

City of Naples Community Services Department

8<sup>th</sup> Ave. S. Beach Access Park Improvements Proposal (MA 2016-016P)

- a. Hardscape element design and/or layouts.
    - i. Sculpture (Tail of the Whale) placement and mounting
    - ii. Street to Park A.D.A. walks, ramps and railings evaluation and redesign
    - iii. Park to Beach A.D.A. boardwalk evaluation and/or redesign
    - iv. Miscellaneous site features (e.g. lighting, above ground utilities, site furnishings)
  - b. Materials Tabulation of Quantities and bid schedule containing quantities, sizes and specifications.
  - c. Hardscape construction and/or installation details and notes as applicable.
- 3.1.3 Construction Drawings  
Prepare plans to City of Naples approved bidding and installation construction drawings and specifications for exhibits or attachments to the final Contract Documents.
- 3.1.4 Opinion of Costs  
Develop opinion of costs related to the approved final construction drawings.

**Task 4.1 - Final Design - Landscape**

Landscape plans shall be prepared consistent to 2010 Florida Building Codes, City of Naples Codes and Ordinances, accepted industry standards and per the requested design program elements.

- 4.1.1 Meetings & Correspondence  
Attend necessary staff and/or project on-site meetings for the project design development and provide required written correspondence, verbal communications or presentations for the project development.
- 4.1.2 Design  
Develop a landscape planting plan based upon the site conditions and requested design program elements.  
To minimally include items or services as follows:
- a. Planting design or layout plans.
  - b. Materials Tabulation of Quantities, bid schedule containing, plant quantities, installed sizes, specifications and mature sizes.
  - c. Planting installation details and specifications.
- 4.1.3 Construction Drawings  
Prepare plans to City of Naples approved bidding and installation construction drawings and specifications for exhibits or attachments to the final Contract Documents.
- 4.1.4 Opinion of Costs  
Develop opinion of costs related to the approved final construction drawings.

**Task 5.1 - Final Design - Irrigation**

Irrigation plans shall be prepared consistent to 2010 Florida Building Codes, City of Naples Codes and Ordinances, accepted industry standards and per the requested design program elements.

- 5.1.1 Meetings & Correspondence  
Attend necessary staff and/or project on-site meetings for the project design development and provide required written correspondence, verbal communications or presentations for the project development.
- 5.1.2 Design  
Develop an irrigation design based upon the planting plan.  
To minimally include items or services as follows:
- a. Identification and location of existing irrigation sources, main lines, controllers, and water source, and connections as required.
  - b. Provide layout schedules and/or notes to identify types and quantities of irrigation components such as sprinkler heads, valves, piping, sleeving and valve wiring.
  - c. Irrigation installation details and specifications.
- 5.1.3 Construction Drawings  
Prepare plans to City of Naples approved bidding and installation construction drawings and specifications for exhibits or attachments to the final Contract Documents.



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Dana A. Souza, Director

City of Naples Community Services Department

8<sup>th</sup> Ave. S. Beach Access Park Improvements Proposal (MA 2016-016P)**5.1.4 Opinion of Costs**

Develop opinion of costs related to the approved final construction drawings.

**6.1 Reimbursables:** Per City of Naples CSC Agreement #14-054 or expenses for blueprints, reproduction services, overnight delivery, courier service, and other Project related charges will be billed at cost plus 10%.

**Schedule of Work**

Complete work within 60 days from the date of the Notice to Proceed.

**Compensation**

Task 1.1	\$	652.50
Task 2.1	\$	1,297.50
Task 3.1	\$	1,815.00
Task 4.1	\$	615.00
Task 5.1	\$	450.00
Task 6.1 (allowance)	\$	150.00
Total Fee:	\$	4,980.00

  
Michael A. McGee, r.l.a.

President, McGee &amp; Associates. LCC000098

<b>PROJECT MAN HOUR AND FEE CALCULATIONS</b>											
<b>PROJECT NAME:</b> 8th Ave. S. Beach Access Park Improvements			<b>PROJECT #</b> 2016-016			<b>LEGEND:</b>			<b>Sheet No. 1</b>		
<b>LOCATION:</b> 8th Ave. S. & Gulf Shore Blvd.			<b>DATE:</b> 8/4/2016			<b>T.B.D. - To be determined</b>					
<b>OWNER/CLIENT:</b> City of Naples			<b>FEE RATES:</b> Per City of Naples CSC Agreement #14-054			<b>LS - Lump sum</b>					
TASK DESCRIPTION	PRINCIPAL/SENIOR LANDSCAPE ARCHITECT		CADD TECHNICIAN		ADMINISTRATIVE ASSISTANT		ESTIMATED HOURS	ESTIMATED FEES	SUBCONSULTANT FEES	TOTAL LUMP SUM FEES	
	Hrs.	RATE \$135,000/hr FEE	Hrs.	RATE \$65,000/hr FEE	Hrs.	RATE \$55,000/hr FEE					
<b>1.1 PLANNING</b>											
1.1.1 Site Inventory	1	\$135.00	0	\$0.00	0	\$0.00	1	\$135.00	\$	\$135.00	
1.1.2 As-built plans & field confirmation	0.5	\$67.50	0	\$0.00	0	\$0.00	0.5	\$67.50	\$	\$67.50	
1.1.3 Research & Review	0.5	\$67.50	0	\$0.00	1	\$55.00	1.5	\$122.50	\$	\$122.50	
1.1.2 Base Plan Development	0.5	\$67.50	4	\$260.00	0	\$0.00	4.5	\$327.50	\$	\$327.50	
1.1 Subtotal:	<b>2.5</b>	<b>\$337.50</b>	<b>4</b>	<b>\$260.00</b>	<b>1</b>	<b>\$55.00</b>	<b>7.5</b>	<b>\$652.50</b>	<b>\$</b>	<b>\$652.50</b>	
<b>2.1 CONCEPT DEVELOPMENT</b>											
2.1.1 Meetings and Correspondence	2	\$270.00	0	\$0.00	0.5	\$27.50	2.5	\$297.50	\$	\$297.50	
2.1.2 Concept Plans	2	\$270.00	8	\$520.00	1	\$55.00	11	\$845.00	\$	\$845.00	
2.1.3 Concept Plan Opinion of Costs	0.5	\$67.50	0.5	\$32.50	1	\$55.00	2	\$155.00	\$	\$155.00	
2.1 Subtotal:	<b>4.5</b>	<b>\$607.50</b>	<b>8.5</b>	<b>\$552.50</b>	<b>2.5</b>	<b>\$137.50</b>	<b>16.5</b>	<b>\$1,297.50</b>	<b>\$</b>	<b>\$1,297.50</b>	
<b>3.1 FINAL DESIGN - HARDSCAPE</b>											
3.1.1 Meetings and Correspondence	0.5	\$67.50	0	\$0.00	0.5	\$27.50	1	\$95.00	\$	\$95.00	
3.1.2 Design	2	\$270.00	6	\$390.00	1	\$55.00	9	\$715.00	\$	\$715.00	
3.1.3 Construction Drawings	2	\$270.00	8	\$520.00	1	\$55.00	11	\$845.00	\$	\$845.00	
3.1.4 Opinion of Costs	0.5	\$67.50	1	\$65.00	0.5	\$27.50	2	\$160.00	\$	\$160.00	
3.1 Subtotal:	<b>5</b>	<b>\$675.00</b>	<b>15</b>	<b>\$975.00</b>	<b>3</b>	<b>\$165.00</b>	<b>23</b>	<b>\$1,815.00</b>	<b>\$</b>	<b>\$1,815.00</b>	
<b>4.1 FINAL DESIGN - LANDSCAPE</b>											
4.1.1 Meetings and Correspondence	0.5	\$67.50	0	\$0.00	0.5	\$27.50	1	\$95.00	\$	\$95.00	
4.1.2 Design	1	\$135.00	1	\$65.00	0	\$0.00	2	\$200.00	\$	\$200.00	
4.1.3 Construction Drawings	0.5	\$67.50	1	\$65.00	0.5	\$27.50	2	\$160.00	\$	\$160.00	
4.1.4 Opinion of Costs	0.5	\$67.50	1	\$65.00	0.5	\$27.50	2	\$160.00	\$	\$160.00	
4.1 Subtotal:	<b>2.5</b>	<b>\$337.50</b>	<b>3</b>	<b>\$195.00</b>	<b>1.5</b>	<b>\$82.50</b>	<b>7</b>	<b>\$615.00</b>	<b>\$</b>	<b>\$615.00</b>	
<b>5.1 FINAL DESIGN - IRRIGATION</b>											
5.1.1 Meetings and Correspondence	0.5	\$67.50	0	\$0.00	0.5	\$27.50	1	\$95.00	\$	\$95.00	
5.1.2 Design	0.5	\$67.50	0.5	\$32.50	0	\$0.00	1	\$100.00	\$	\$100.00	
5.1.3 Construction Drawings	0.5	\$67.50	0.5	\$32.50	0.5	\$27.50	1.5	\$127.50	\$	\$127.50	
5.1.4 Opinion of Costs	0.5	\$67.50	0.5	\$32.50	0.5	\$27.50	1.5	\$127.50	\$	\$127.50	
5.1 Subtotal:	<b>2</b>	<b>\$270.00</b>	<b>1.5</b>	<b>\$97.50</b>	<b>1.5</b>	<b>\$82.50</b>	<b>6</b>	<b>\$450.00</b>	<b>\$</b>	<b>\$450.00</b>	
Subtotal:	<b>16.5</b>	<b>\$2,227.50</b>	<b>32</b>	<b>\$2,080.00</b>	<b>9.5</b>	<b>\$440.00</b>	<b>58</b>	<b>\$4,830.00</b>	<b>\$</b>	<b>\$4,830.00</b>	
<b>6.1 REIMBURSABLES</b>											
Per City of Naples CSC Agreement #14-054											
<b>Totals:</b>	<b>16.5</b>	<b>\$2,227.50</b>	<b>32</b>	<b>\$2,080.00</b>	<b>9.5</b>	<b>\$440.00</b>	<b>58</b>	<b>\$4,830.00</b>	<b>\$</b>	<b>\$4,830.00</b>	