

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

Clerk Tracking No. 16-00137

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 12th **day of September 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 Amendment** is for services associated with **Community Development Department's Two (2) Designated Tasks (1) Surveying; (2) Parking Lot & Service Driveway Addition: Task Order No. 16-02-06-02-16B25:** (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 three (3) designated tasks will be **performed and completed by January 31, 2017** with a 30-day Project Close-out time frame for each designated task. Project: Community Development Department's Two (2) Designated Tasks (1) Surveying; (2) Parking Lot & Service Driveway Addition.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$18,882.00** 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:

CITY OF NAPLES, FLORIDA

ATTEST:

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

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:

AGNOLI, BARBER AND BRUNDAGE INC.

7400 Tamiami Trail N, Suite 200

Naples, FL 34108

Att: **Dominick J. Amico, Jr., P.E.**,

Vice President/Operations

By: Jane E. Eckhorn
Witness (Signature)

Printed
Name: Jane E. Eckhorn

By: Dominick J. Amico
(Signature)

Printed
Name: Dominick J. Amico

Title: V.P.

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



August 18, 2016

Craig Mole
Building Official
295 Riverside Circle
Naples, Florida, 34102

Re: City of Naples Community Development Building 295 Riverside Circle, (folio number 20767009308)
ABB PN 16-1000-GPA 51, **VIA Email**

Dear Craig:

At your request, Agnoli, Barber & Brundage, Inc., is pleased to submit this proposal to render professional Surveying services on the above referenced project. We propose to create a Topographic Survey of the above referenced parcel. Agnoli, Barber & Brundage, Inc, hereinafter referred to as ABB, proposes to provide City of Naples, hereinafter referred to as Client, the professional services as follows.

SCOPE OF SERVICES

Topographic Survey

We propose to perform a Topographic Survey of the area adjacent to the Naples Community Development Building roughly described as follows:

- The westerly limits will be the easterly curb line of Goodlette Frank Road.
- The northerly limits will be the southerly curb line of 3rd Avenue North.
- The southerly limits will be the north fencing of the dog park.
- The easterly limits will be 10 feet east of the east edge of pavement of Riverside Circle.

Topography will be limited to above ground visible improvements within the described area. We will also locate about 15 trees and shrubs in back of the building.

Elevations will be collected in NAVD88 Vertical Datum at an appropriate grid.

Coordinates will be collected in State Plane East Zone 83/90 Datum.

Deliverables would be limited to an AutoCAD file of a signed and sealed Topographic Survey.

This survey does not include boundary survey, underground utilities or construction stakeout.

Our fees for providing the above services shall be as follows:

Topographic Survey	\$3,900.00
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1. ADDITIONAL SERVICES AND EXTRA WORK

Services not specifically included in Exhibit "A" Scope of Services will be performed as additional services on an hourly basis, plus reimbursable expenses in accordance with our Rate Schedule furnished upon request. Services and fees provided in this Agreement are based upon 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 that is not included in this proposal will need to be approved by the project manager before we can provide office or field services. We will need an approved change order before we will proceed with any extra work outside the contract scope of work as outlined in Exhibit A attached.

2. TIME OF PERFORMANCE

ABB will start services promptly upon receipt of the following: a retainer in the amount of \$N/A, and one executed copy of a signed proposal.

ABB will complete our work in a reasonable time period. All funds provided as retainer shall be credited to the last project billing.

A minimum of two (2) working days' notice shall be provided before field services are required.

3. OUTSIDE SERVICES

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

- A. Geotechnical Engineering
- B. Structural Engineering Services
- C. Transportation Planning/Engineering Services
- D. Materials Testing
- E. Hazardous Waste Assessments
- F. Legal Services
- G. Environmental/Wildlife Permitting
- H. Services not specifically described in Sec. 1 of this Agreement
- I. Underground Utility Investigation (expose and flag underground utilities)

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 clients' 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 the Consultant and 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.

F. We will need and you will be expected to provide (2) copies of approved plans on hard copy and AutoCAD files as well as updated plans throughout the length of the construction process to ensure that field layouts are based on the latest revisions to the plans. We would expect to be provided with copies of the following plans:

Most recent copy of Boundary Survey
Approved Civil Plans/Site Development Plans
Approved Architectural Plans
Approved Structural Plans
Approved Landscape Plans
Approved Hardscape Plans

G. We must be updated with any changes that will affect our layout procedures on a timely basis to ensure layout will be complete when requested. We will not be held liable for layout that is incorrect due to the fact that we were not updated with the most current plan.

5. FEES AND COMPENSATION

Billing for services and reimbursable expenses will be submitted on a monthly basis. 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 the Consultant to employ an attorney to collect sums due under this Agreement, Client shall be responsible for all costs incurred, including Consultant's reasonable attorney fees.

Out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals), job related mileage at the prevailing company rate, shipping, printing and reproduction costs, permit or document review fees, and special equipment or materials required for performance of the services requested.

These fees are for providing one (1) time staking only. Any re-staking or additional work shall be based on the time and materials expended in accordance with our rate schedule in effect at the time services are rendered. A copy can be provided upon request.

6. PROVISIONS AND CONDITIONS

1. 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, the Consultant reserves the right to modify any portion thereof or withdraw the proposal in its entirety.

2. Ownership of Documents. All documents, including original drawings, notes, data and report originals are and shall remain the property of the Consultant 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.

3. Project Coordination. Due to the fact that this project is in N/A and our office is in Collier County, FL this project will need to be coordinated with the construction schedule to minimize our trips to site and when on site we provide the maximum efficiency for the construction layout.

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 Consultant for all services rendered to the effective date of termination, all reimbursable expenses and collection and/or legal fees. Neither the Consultant nor Consultant's subcontractors shall be jointly, severally or individually liable to the owner in excess of the compensation to be paid pursuant to this Agreement.

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. If the Agreement is acceptable, one original copy, signed by a duly authorized representative of the Client, should be returned and 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.

Guy P. Adams, P.S.M.
Vice President

Authorized Signature and Title

Date

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.

Optional Designated Representative - Print Name

Client - Printed Name and Title

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.

August 31, 2016

Craig Mole
Building Official
295 Riverside Circle
Naples, FL 34102

Via electronic delivery

Re: Parking Lot & Service Driveway Addition to the Community Development Building

Dear Craig:

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. (City), hereinafter referred to as Client, the professional services outlined in the attached Exhibit A. The specific terms of this agreement are to be governed by City of Naples clerk tracking # 15-00106.

1. Scope of Services

The scope of services for this project is enumerated on Exhibit A attached. The following is a detail of the work items presented, all tasks are proposed to be billed on a time and materials basis. Budgets are provided for purchase order purposes.

The City of Naples wishes to expand the parking area serving the Community Development Building. This addition will continue from the northwest corner of the current parking lot and wrap around the back of the building. The new parking area is to include 5-6 regular parking spaces and a service driveway. The service driveway will continue south to serve an enclosure for pumps/heat exchanger and must accommodate a boom utility truck (pickup truck sized). The addition to the current sidewalk will continue around the building and connect to the back entrance while also serving the proposed additional parking spaces. All parking and driveways are to be constructed using pervious pavers. Site stormwater management is to be assessed.

Task I. Engineering

The site design survey is included in a separate proposal (#16-1000-GPA 51). Survey information from proposal #16-1000-GPA 51 will be utilized for this scope.

Construction Plans – construction plans will be based on the information provided from the design survey. Plans will be drafted at an appropriate scale and will be prepared using AutoCAD.

Task II. SFWMD Permit Review

The South Florida Water Management District Permit review task includes review of the existing plans, documents, calculations, and the attendance of a pre-application meeting with the District.

Task III. Site Geotechnical Testing

Site paver design criteria will be determined by Forge Engineering to assess percolation rate and estimated wet season water table (WSWT).

Task IV. Reimbursable Expenses

Provision for reimbursable items in accordance with our main agreement.

2. TIME OF PERFORMANCE

ABB will start services promptly upon receipt of the following: a Work Order and Notice to Proceed (NTP) from the City of Naples. We request a purchase order expiration of one year from NTP.

3. OUTSIDE SERVICES

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

- A. Approval from the City of Naples is not required and, subsequently, not included in the scope of services; this is a City of Naples Capital Project
- B. Structural Engineering Services
- C. Transportation Planning/Engineering Services
- D. Materials Testing
- E. Hazardous Waste Assessments
- F. Legal Services
- G. Environmental/Wildlife Permitting
- H. 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.

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

Sincerely,

Dominick Amico

Dominick J. Amico, P.E., V.P.
AGNOLI, BARBER & BRUNDAGE, INC.

Exhibit A

Parking Lot & Service Driveway Addition to the Community Development Building
 City of Naples
 by: Agnoli, Barber, & Brundage, Inc.
 8/31/2016

	Principal \$ 205 Hours	Engineer \$ 123 per hour Total	Senior Designer \$ 114 per hour Total	Designer \$ 94 per hour Total	Senior Permit Tech \$ 85 per hour Total	Surveyor \$ 150 per hour Total	Survey Crew \$ 130 per hour Total	Survey Tech \$ 114 per hour Total	Sub Totals	Total
Task I. Engineering:										
Construction Plans	10	\$ 2,050.00	14	\$ 1,722.00	25	\$ 2,350.00			\$ 8,482.00	\$ 8,482
Task II. SFWMD Permit Review:										
Percolation Test & Wet Season Water Table Analysis	3	\$ 618.00	6	\$ 738.00	4	\$ 340.00			\$ 5,000.00	\$ 5,000
Task III. Site Geotechnical Testing:										
Percolation Test & Wet Season Water Table Analysis	1	\$ 206.00	2	\$ 246.00					\$ 1,000.00	\$ 1,000
Task IV. Reimbursable Expenses:										
Miscellaneous									\$ 500.00	\$ 500
Notes/Clarifications:										
1. Survey in NAVD 88										
2. All application fees paid by owner										
3. City of Naples approval is not required or included in scope										
Total PO Request									\$ 14,982.00	