TASK ORDER (TO) AMENDMENT TO CSC AGREEMENT
(PROFESSIONAL CCNA SERVICES)
Clerk Tracking No. 16-00-14B

THIS TASK ORDER AMENDMENT (the “Amendment”) to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 16th day of September 2016, by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “CITY”), and Q. GRADY MINOR & 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 March 26, 2015 (the “Original Agreement”) (Reference Original RFQ 14-054 and Original Clerk Tracking No.15-00043. This Task Order Amendment is for services associated with Gulf Shore Boulevard North Drainage Improvements – Additional Sidewalk Improvements: Task Order No. 16-06-65-02-531040: (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 Task Order Amendment will be performed and completed by December 31, 2016 with a 30-day Project Close-Out time frame. Project: Gulf Shore Boulevard North Drainage Improvements – Additional Sidewalk Improvements.

3. “Article Four, Compensation” is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of $11,965.00 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

Rev. 07/01/2015 PS TO & 119.0701 Amendment gls/rdp 1
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.

ATTEST:
By: Patricia L. Rambock, City Clerk

CITY:
CITY OF NAPLES, FLORIDA
By: A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt, City Attorney

CONSULTANT:
Q. GRADY MINOR & ASSOCIATES, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
Att.: Justin Frederiksen, P.E., Vice President

Printed Name: Sally Goldman

Printed Name: Justin Frederiksen

Title: Vice President

FEI/EIN Number: On File
A Florida Profit Corporation (FL)
August 16, 2016  
Revised September 9, 2016

Mr. Gregg Strakaluse, P.E.  
Streets & Stormwater Director  
City of Naples  
295 Riverside Circle  
Naples, FL 34102

RE:  Proposal for Professional Services based on Bid #14-054  
Gulf Shore Boulevard North Drainage Improvements  
Additional Sidewalk Improvements

Dear Mr. Strakaluse:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) this proposal to add sidewalk improvements to the drainage improvement plans along Gulf Shore Boulevard North (GSBN). The additional services proposed will include a proposed sidewalk with curb ramps located at each driveway on the west side of GSBN beginning at the existing sidewalk on the west side of GSBN just north of the hotel valet entrance and extending to just south of Oleander Drive (a distance of approximately 500 linear feet). As part of the sidewalk improvements, the existing curb along the west side of Gulf Shore Boulevard will be relocated east to accommodate the addition of the proposed sidewalk. It is assumed that the limited topographic survey in the “Reclaimed Water Distribution System Expansion Project” plan set dated September 8, 2015 will be sufficient to design the sidewalk improvements. However, a survey line item has been included in this proposal if additional survey is needed to complete the improvements.

We propose the following Scope of Services:

**Task No. 1 – Preliminary Engineering**

Preliminary Engineering will include:
- Meeting with City staff to review the proposed project additions.
- Perform field inspection to review potential impacts to the existing utilities and landscaping due to the addition of the proposed sidewalk and relocation of the western curb line.
- Following the field inspection, GradyMinor will prepare a 30% plan detailing Gulf Shore Boulevard’s new proposed typical section and horizontal alignment with the added sidewalk for the City’s approval.
- The 30% plans will be submitted to the various public and private utility providers and the City Utilities Department for review and location of existing facilities.

**Task No. 1a – Engineering Survey**

If necessary and agreed upon by the City, GradyMinor will survey the project area to complete the sidewalk improvements. This task will include conducting an Engineering Survey of the project area, without duplicating previous efforts.
Task No. 2 – 90% Plans
- Based upon comments received at the 30% design by public and private utility providers, and by the City, GradyMinor will updated 30% plan set to include the proposed sidewalk improvements, including the following:
  - Update the demolition plan.
  - Addition of a sidewalk beginning at the existing sidewalk on the west side of GSBN just north of the hotel valet entrance and extending to just south of Oleander Drive.
  - Provide ADA ramps at all the driveway crossings.
  - Relocate the curbing on the west side of Gulf Shore Boulevard to accommodate a narrower bike lane.
    - Revise the drainage design based on the relocated curb.
    - Provide a total of 2 cross sections detailing the location of the relocated curb and gutter, sidewalk, existing landscaping and existing utilities based on data provided by the City and utility owners.
  - Add a signing and striping plan.
- GradyMinor will submit electronic copies of the plans to the City (with hard copies if desired) along with a Preliminary Opinion of Probable Project Cost.
- Following the City’s review, we will conduct a 90% plan review meeting to discuss the plans and receive comments.

Task No. 3 – Final Plans and Specifications
Upon receipt of any 90% review comments, finalize the plans for bidding/quotiting and subsequent construction.
- Based upon comments received at the 90% design review meeting, by public and private utility providers, and by the City, GradyMinor will prepare an updated 100% plan set.
- The City’s Standard Bidding and Construction documents and Technical Specifications will be utilized for this project.
- Provide an updated Bid form with revised quantities.
- Provide electronic copies to the City for bidding.
- Prepare an Opinion of Probable Project Cost based on the final design.

We propose to complete Tasks 1 thru 3 and provide Contract Documents ready for bidding within 75 days from the issuance of a notice-to-proceed from the City; in accordance the following cost schedule.

<table>
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<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
<th>Fee Type</th>
</tr>
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<tbody>
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<td>1.</td>
<td>Preliminary Engineering</td>
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<td>Lump Sum</td>
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<tr>
<td>1a.</td>
<td>Engineering Survey</td>
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<td>Time and Materials</td>
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<td>90% Plans</td>
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<td>3</td>
<td>Final Plans</td>
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<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$11,965</strong></td>
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This Proposal only includes those items specifically identified above and does not include any environmental assessments, boundary surveys, geotechnical investigations, permitting, permitting fees, or services during construction.
This Proposal is subject to the Standard Provisions of the City of Naples Continuing Service Contract Professional (RFQ 14-054). Any services requested beyond the scope of this Proposal will be performed for a fee negotiated when the scope of additional services is known or at the approved the City of Naples Continuing Service Contract Professional (RFQ 14-054) hourly rate schedule. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

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

Very truly yours,

[Signature]

Justin Frederiksen, P.E.
Vice President