

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

Clerk Tracking No. 16-00159

THIS TASK ORDER AMENDMENT (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the 28th day of **September 2016**, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **MARCO SURVEYING & MAPPING, LLC** a Florida Limited Liability Company (the CONSULTANT").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **April 3, 2015** (the "Original Agreement") Reference Original **RFQ 14-054** and Original Clerk Tracking No. **15-00045**. This **Task Order Amendment** is for **Survey Services associated with Orchid Drive: Task Order No. 16-01-65-02-531420**: (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 in its entirety will be **performed and completed by September 15, 2017** with a 30-day Project Close-out time frame. Project: Survey Services associated with Orchid Drive.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$10,500.00** 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.

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:

MARCO SURVEYING & MAPPING, LLC

3825 Beck Boulevard, #725

Naples, Florida 34114

Att: **David J. Hyatt**, PSM, President /
Managing Member/Project Surveyor

Karen D. Locke
Witness (Signature)

Printed
Name: Karen D. Locke

By: David Hyatt
(Signature)

Printed
Name: David Hyatt

Title: President

FEI/EIN Number: On File (FL)
A Florida Limited Liability Company

950 NORTH COLLIER BLVD. SUITE 412
MARCO ISLAND, FL 34145



3825 BECK BLVD. SUITE 725
NAPLES, FLORIDA 34114

239.389.0026 | FAX: 239.389.0093

September 26, 2016

Annalise Mannix, PE, PMP
Transportation Planning Engineer
City of Naples
295 Riverside Circle
Naples, FL 34102

Subject: Proposal for Survey Services under Library of Consultants CSC Agreement - RFQ 14-054- "Orchid Drive" - Revised

Dear Ms. Mannix,

Thank you for the opportunity to provide this proposal for survey services. It is based on your email of September 20, 2016.

SCOPE:

Task 1: Right of Way Survey:

Marco Surveying & Mapping will establish the existing right of way of Orchid Road. This will be performed by field locating existing monumentation and comparing it to record plats and right of way maps. A project baseline will be established and monumented in the field. Additionally Marco Surveying & Mapping will perform a topographic survey of that portion of Orchid Drive lying between the westerly back of curb of US 41 and the westerly right of way of Mandarin Road. This will include location of all above ground visible improvements in the areas designated by you in the sketch provided as well as invert elevations on all accessible drainage or sanitary structures.

Fixed Fee: \$4,500

Task 2: Subsurface Utility Engineering:

Scope and fee to be determined

Fixed Fee:

Task 3: Construction Stakeout and Record Drawings:

Marco Surveying & Mapping will provide construction stakeout at the time of construction. This will include staking of the new curb lines, redesigned turning radii, light poles, sidewalks, and relocated utilities. A record survey will be performed to document completed construction.

Fixed Fee: \$6,000

Deliverables will be in the form of a signed and sealed surveyors report and an AutoCAD file of the survey as well as a PDF of the map.

Project Schedule:

Marco Surveying & Mapping will complete Task 1 of the above scope within 30 days of the notice to proceed. Task 2 will take approximately 2 weeks to complete upon the completion of SUE markings. Task 3 will be completed within 30 days of completion of construction.

EXCLUDED ITEMS:

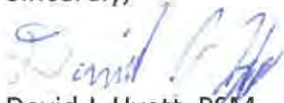
Location of any improvements other than those referenced in the scope

Environmental assessments

Mapping of environmental or jurisdictional flags or features

If you have any question or need to discuss further don't hesitate to contact me.

Sincerely,



David J. Hyatt, PSM

President, Marco Surveying and Mapping