

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

Clerk Tracking No. 16-00185 (15-00177)

THIS TASK ORDER AMENDMENT-01 (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 1st day of December 2016, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **Q. GRADY MINOR & ASSOCIATES, P.A.**, a Florida Corporation authorized to do business in Florida (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-01** is for services associated with **GSBN-Gulf Shore Boulevard North Drainage Improvements – Construction Contract Administration (Engineer of Record): Task Order No. 16-01-60-01-16V02-01 [Corrected TO No.]**: (the "Project"); and

WHEREAS, the parties desire to amend the Original Agreement by this Amendment-01 so that the CONSULTANT will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment-01 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-01 will be **performed and completed by June 30, 2017 with a 30-day Project Close-out time frame**. Project: GSBN-Gulf Shore Boulevard North Drainage Improvements – Construction Contract Administration (Engineer of Record).
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment-01 in the amount of **\$7,890.00** 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

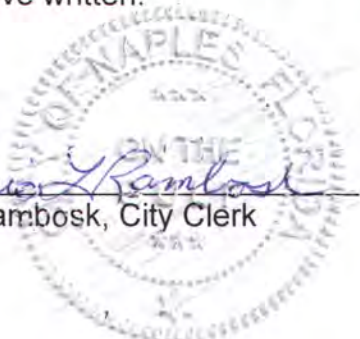
confirmed and shall remain in full force and effect.

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, 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


Witness (Signature)

Printed Name: Joanne Jones

By: 
(Signature)

Printed Name: JUSTIN FREDERIKSEN

Title: VICE PRESIDENT

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

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

November 28, 2016

Mr. Andy Holland, P.E.
Streets & Stormwater Department
City of Naples
295 Riverside Circle
Naples, FL 34102

**RE: Proposal for Professional Services
Gulf Shore Boulevard North Drainage Improvements
Construction Contract Administration (Engineer of Record)**

Dear Mr. Holland:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide the City of Naples (City) Construction Contract Administration services for the Gulf Shore Boulevard North drainage improvement project as the engineer of record.

We propose the following Scope of Services:

Task No. 1 – Construction Contract Administration as Engineer of Record

- Review shop drawing submittals;
- Assist in the preparation of work directives and change orders.
- Review and approval of the Contractor's pay requests.
- Provide periodic observations during construction.
- Attend substantial and final completion walkthroughs with the Contractor and the City.
- Provide clarifications of the plans and construction documents.
- Prepare record drawings based on the Contractor's mark-ups and record survey.

Task	Description	Fee	Fee Type
1.	Construction Administration	\$7,790	Time and Materials
2.	Reimbursable	\$100	Time and Materials
	TOTAL	\$7,890	

This Proposal only includes those items specifically identified above and does not include full time inspection, construction stakeout, permitting certification, or record surveying.

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

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
26000266
Bonita Springs, FL 34134

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

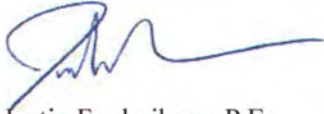
www.gradymminor.com

Mr. Gregg Holland, P.E.
Professional Services Proposal
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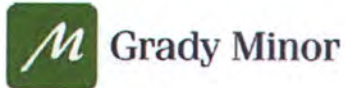
City of Naples Continuing Service Contract Professional (RFQ 14-054) hourly rate schedule. Invoices will be issued monthly, payable per the applicable City of Naples Purchasing Policy.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Justin Frederiksen', with a long horizontal flourish extending to the right.

Justin Frederiksen, P.E.
Vice President



GradyMinor Proposal for Professional Engineering Services

GULF SHORE BOULEVARD NORTH DRAINAGE IMPROVEMENTS CONSTRUCTION CONTRACT ADMINISTRATION (ENGINEER OF RECORD) CITY OF NAPLES UTILITIES

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated: November 28, 2016

Task	Activity Description	Project Manager \$145	Engineer \$130	Senior Inspector \$85	Senior Designer \$95	Total Hours	Sub Consultant	TOTAL COST
TASK 1 -CONSTRUCTION ADMINISTRATION								
1	Coordination/WDs/Cos/Pay Requests	12	4			16		\$2,260
2	Shop Drawings	6	6			12		\$1,650
3	Site Visits/Testing	10	5	8		23		\$2,780
4	Record Drawings	2	2	2	4	10		\$1,100
Subtotal Task 1:								\$7,790
TASK 2 - REIMBURSABLES								
1	Reproduction, shipping and misc costs							\$100
Subtotal Task 2:								\$100
Total Tasks 1 & 2 - Time and Expense Budget:								\$7,890

Notes:

- 1 Proposal is based on City Purchasing adding the general conditions and front end documents.
- 2 This proposal excludes surveying services.
- 3 This proposal excludes full time inspection services.