

FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT (CCNA)
Clerk Tracking No. 16-00191

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Professional Services is made and entered into this 16th day of **December 2016** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **ARCHITECTS DESIGN GROUP / ADG, INCORPORATED**, a Florida Corporation, authorized to do business in the State of Florida, whose business address is: **333 North Knowles Avenue; Winter Park, Florida 32789** (the "CONSULTANT").

WHEREAS, the CITY and the CONSULTANT entered into that certain Agreement on June 10, 2015; **Bid No. 15-034 and Clerk Tracking No. 15-00097** (the "Original Agreement") to furnish **Fire Rescue Station Design Architect – Engineering Services** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the CONSULTANT will provide additional services pursuant to the terms and conditions contained 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 Section 3.1, Time" shall be amended for the provision of additional time by the Consultant with a completion date of July 31, 2017 with a Project Close-out timeframe of 60-days.
3. "Article Four, Compensation" shall be amended for the provision of additional fees for Fire Rescue Station Design Architect – Engineering Services by the CONSULTANT in the amount of \$33,000.00 as indicated in **Attachment A-1** which is attached and made a part of the 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 First 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.

6. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
7. This First 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 First 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:

ARCHITECTS DESIGN GROUP / ADG, INC.

333 North Knowles Avenue

Winter Park, Florida 32789

Attention: **Susan Gantt**, Senior Vice President

Witness Signature

Witness (Signature of Consultant)

By: Susan C. Gantt, AIA
(Signature)

Printed Name: DOMINGO FORNOLES

Printed Name: SUSAN C. GANTT

Title: SENIOR VICE PRESIDENT

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

City of Naples, FL Fire Rescue Station ADG Project #946-15	
Phase	Total Fee
Task I-A: Programming and Detailed Space Needs	\$10,249.00
Task I-B: Site Investigation / Conceptual Site Plan - ADG	\$13,660.00
Civil / Landscape	\$6,875.00
Site Survey	\$5,700.00
Environmental Assessment	\$1,800.00
Task II: Conceptual / 30% Complete - Building Design <i>Note: Includes Alternative Concept Site & Floor Plan Studies in lieu of MEP & Structural Design, as well as Additional Site Survey for Existing Site.</i>	\$100,906.00
Hazardous Materials Survey	\$1,650.00
Civil / Landscape Concept Plans	\$12,124.00
Additional Service: Civil - Site Lighting, On-Site Tree Animal & Plant Survey, Site Planning Review Petition	\$25,000.00
Additional Service: Architectural - Alternate Building Concept Studies	\$8,000.00
Additional Services Sub-Total	\$33,000.00
Task III: Final Architectural & Engineering Services (Future)	TBD
Contract Total	\$185,964.00



Architects and Planners

I.S.K. Reeves V, F.A.I.A.
Chief Executive Officer

Ian Reeves, A.I.A.
President

Kevin Ratigan, A.I.A., LEED AP
Senior Vice President

Tonya Cronin
Chief Administrative Officer

Susan Gantt, AIA, LEED AP
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Tel: 469.458.3438

email: adg@adgusa.org
www.adgusa.org

November 7, 2016

Mr. Rony Joel, P.E.

City of Naples Project Administrator

Fieldstone Project Management/AEC Water

573 Bald Eagle Drive

Marco Island, FL 34145

**RE: Naples Fire Station No. 1 Additional Service Fee Request -
Site & Building Development Submittal Tasks**

ADG Project No.: 946-15 / 1.1

Updated November 17, 2016

Dear Rony,

I am submitting this proposal for additional services per the ADG Design Team's current Agreement Number 15-034 with the City of Naples and P.O # 1501091-00 for design services for the new Fire Station No. 1. The current P.O. was established with a budget of \$152,964 for facility programming and conceptual plan development. Final design would be a separate purchase order to be determined after Council approves the conceptual design. The three major tasks for the project are:

1. Programming - \$38,284.00
2. Conceptual Design - \$114,680
3. Final Design - TBD

To date, we have completed the Programming Phase and are in the middle of the Conceptual Design Phase. The scope of the project has changed since its inception. This includes the following additional tasks completed, or required to be completed, on behalf of the City and this project that are not included in the current contract:

- Alternative Site Studies (9 provided)
- Location of the Station
- Additional Survey (original was for parking lot site, then a survey was needed for the existing site).
- Alternative Building Designs for both a one and two story building
- Additional Regulatory Tasks for the Civil Engineering portion of the project

A total of \$96,418.20 has been invoiced to date. The balance of \$55,546.80 needs to be supplemented by another \$33,000 to be able to develop the required documents and receive approval from the Planning Advisory Board (twice), the Design Review Board, and City Council.

October 31, 2016

**Naples Fire Station No. 1 Additional Service Fee Request -
Site & Building Development Submittal Tasks**

ADG Project No.: 946-15 / 1.1

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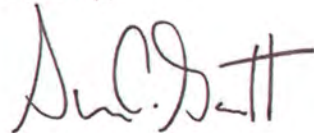
The following fee request is based upon additional tasks outlined above and in the attached proposal from Kimley Horn.

Fee Request

Architectural - Alternative Site Studies (trade for MEP & Structural Concept Design)	\$ 0.00
Additional Survey (trade for MEP & Structural Concept Design)	\$ 0.00
Alternative Building Design for one story Option (floor plans, ext. elevations, renderings)	\$ 8,000.00
Site and Development Plan Submittal (see attached Kimley Horn Proposal)	\$ 25,000.00
Total Additional Service Fee Request	\$ 33,000.00

We are pleased to be involved with this important project, and are available to respond to any questions or comments that you or the City staff may have.

Sincerely,



Susan C. Gantt, AIA, LEED AP
Senior Vice President

Attachments: Kimley Horn proposal, dated November 3, 2016

cc: Fire Chief Pete DiMaria
Peter Van Buskirk, Kimley Horn
ADG File

Kimley»Horn

October 18, 2016. Revised November 3, 2016

Ms. Susan Gant, AIA, LED, AP
Architects Design Group, Inc.
333 N. Knowles Avenue
Winter Park, Florida 32789

Re: Naples Fire Station No. 1

Dear Ms. Gant:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to Architects Design Group, Inc. (the "Client") for professional engineering services related to the Naples Fire Station No. 1 replacement project in Naples, Florida (the "Project"). The Project Understanding, Scope of Services, Schedule, and Fee for this project are provided below.

Project Understanding

The Scope of services and fees described herein are based upon our understanding of the project and assumption as follows:

- The City of Naples is replacing the current Emergency Services facilities located at 835 8th Avenue South.
- The City was initially planning to construct a new facility on property across the street from the current facility but after studying a number of concepts decided to place it at the location of the current facility.
- The project is required to under-go an administrative site plan review prior to the Planning Advisory Board meeting, the Design Review Board, and City Council. The administrative review is used to request approval for any anticipated deviations from the City code and to obtain review feedback from staff and the Advisory Board and Design review Board. City Council will determine acceptance of the review and requests.
- The subject property, which includes City Hall, is currently zoned Public Service District which allows government use facilities.
- The City will utilize a temporary fire station to be placed across the street while the current facility is raised and a new facility constructed.
- Access to the new facility will come from 8th Avenue South and from the existing parking lot associated with City Hall. Parking for the new Fire Station will be provided in the existing parking lot across the street on 8th Avenue South.
- Potable water for the project will be provided by the City of Naples and it is anticipated that the existing service connections to potable water and sewer collection will be used for the new facility. No utility extensions for water and sewer are required. The City would like to evaluate the availability of natural gas to service the new facility.

Kimley»Horn

Ms. Susan Gant, November 3, 2016, Page 2

- An onsite stormwater management system will be required to meet the drainage requirements of the City of Naples and the South Florida Water Management District (SFWMD). For this stage of plan development and review it is anticipated that only preliminary design is required and that final design, permitting and construction level details will be provided in subsequent tasks under a new scope of work.
- The Client wishes for Kimley-Horn to assist in preparation of the Site Plan Review application package application and supporting documents in accordance with the regulations of the City of Naples application requirements for a Site Plan Review, as discussed at the October 13, 2016 project progress meeting.
- Environmental and surveying services will be provided by other subconsultants outside this agreement.
- Client will provide copies of all available information pertinent to our services on the project.

Scope of Services

TASK I – SITE AND DEVELOPMENT PLAN SUBMITTAL

Based on the concept plan provided by the Client and information obtained from the Client, Kimley-Horn will provide engineering services to the Client in accordance with the City of Naples Site Plan Review process, as follows:

Prepare Site Plan, consisting of:

- A. General location map with existing site features.
- B. Existing condition plan based on the land survey provided by Client.
- C. Preliminary Site Plan based on concept plan provided by Client.
- D. Site Plan information as outlined in the City of Naples "Application package requirements for a Site Plan Review Petition".
- E. Code minimum landscape plan and planting schedule.
- F. Lighting photometric plan, if required for onsite lighting.
- G. Utilities plan showing existing public utilities and proposed service locations.
- H. Preliminary site drainage plan showing general grading and direction of surface water flow along with calculations for anticipated stormwater storage volumes.
- I. Provide a statement for onsite tree, plants, and animals.

Under this task Kimley-Horn will prepare and respond to two (2) requests for additional information that are reasonable and relevant to the current City of Naples rules.

Kimley-Horn will attend three (3) meetings with City of Naples during the review process.



Ms. Susan Gant, November 3, 2016, Page 3

Services not Included

Any other services, including but not limited to the following, are not included in this Agreement.

1. Geotechnical services
2. Architectural services
3. Water quality monitoring or testing
4. Historical or archeological services
5. Legal services
6. Surveying services

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated lump sum fee.

Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Modifications to plans, stormwater calculations and permit applications required due to changes requested by the Client.
2. Modifications to plans, stormwater calculations and permit applications required due to changes in regulations put into effect after the date of this contract.
3. Final site development and construction plan preparation.
4. Agency permit submittals.
5. Design of offsite improvements such as drainage, utility, or roadway.
6. Enhanced landscape design services.
7. Environmental Services.
8. Water Use Permitting.
9. Fire suppression system design.
10. Traffic related services.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Copies of all available information pertinent to Kimley-Horn services on the project.
2. All reports related to the site, including but not limited to, Due Diligence, Title Report, Historical Resource Surveys, Site Inspection/Investigations, Geotechnical and/or Environmental reports.
3. Copies of all known agreements, resolutions and ordinances pertaining to the subject property.
4. Land survey in ACAD 3D format.



Ms. Susan Gant, November 3, 2016, Page 4

Fee and Expenses

Kimley-Horn will perform the Scope of Services for a lump sum labor fee of \$25,000.

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. An amount has been included in all lump sum tasks to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Consultant's Master Agreement between Kimley-Horn and Client dated November 20, 2015.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'P. Van Buskirk'.

Peter T. Van Buskirk, P.E.
Vice President

PVB/TMS/pjg(K:\FTM_Civil\048483002 - Naples
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