

CITY OF FORT MYERS

**SUPPLEMENTAL TASK AUTHORIZATION NO. 3
to
PROFESSIONAL SERVICES AGREEMENT-CONTINUING CONTRACT
CIVIL ENGINEERING SERVICES RFQ#10-29-14-PW**

The term SUPPLEMENTAL TASK AUTHORIZATION as used herein refers to a written document executed by both parties to an existing Professional Services setting forth and authorizing professional services, tasks, or work which were not set forth in and are supplemental to the services, tasks, or work contained in the Professional Services. Such supplemental services, tasks, or work are consistent with, and included within, the Scope of Services as set forth in said initial Professional Services.

This SUPPLEMENTAL TASK AUTHORIZATION is made and entered into this 27th day of April 2017 between the City of Fort Myers (CITY) and Quattrone & Associates, Inc. (SERVICE PROVIDER), and is made pursuant to, and shall be attached to and made a part of, the Professional Services for the Project known as Professional Services Agreement –Continuing Contract, Civil Engineering Services RFQ# 10-29-14-PW which Agreement was made and entered into on July 20, 2015.

All of the covenants, terms, conditions, provisions and contents of the Professional Services , referred to hereinabove, and any Amendments executed thereto, shall be and are applicable to this SUPPLEMENTAL TASK AUTHORIZATION, as if the same were set forth and contained herein.

A determination has been made by the CITY that pursuant to, and under the purview of the "Scope of Professional Services", Exhibit "A", and the "Compensation and Method of Payment", Exhibit "B", of said Professional Services, the CITY desires to supplement the service(s) of said SERVICE PROVIDER.

The CITY hereby authorizes the SERVICE PROVIDER, and the SERVICE PROVIDER hereby agrees to provide and perform the particular services and/or work as set forth hereinafter as a supplement to the services and/or work previously authorized and agreed to. Such services and/or work shall be known nominally as Cleveland Grove Neighborhood Utility Improvements.

SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

SERVICE PROVIDER hereby agrees to provide and perform the professional services, tasks, and work required and necessary to complete the services and work as set forth in Exhibit "S/COA-A", entitled "Scope of Professional Services" dated March 24, 2017 which is attached hereto and made a part of this SUPPLEMENTAL TASK AUTHORIZATION.

SECTION 2.00 COMPENSATION

The CITY shall pay the SERVICE PROVIDER for all requested and authorized SUPPLEMENTAL TASK AUTHORIZATION services, tasks, or work completed hereunder by the SERVICE PROVIDER and accepted by the CITY in accordance with the provisions for compensation and payment of said services, tasks, or work as set forth and prescribed in Exhibit "S/COA-B" dated March 24, 2017 entitled "Compensation and Method of Payment", which is attached hereto and made a part of this SUPPLEMENTAL TASK AUTHORIZATION.

The amount of the change in contract compensation and time set forth in this SUPPLEMENTAL TASK AUTHORIZATION is understood and agreed by both the CITY and the SERVICE PROVIDER to be fair, equitable and adequate, and the changed compensation is to include any and all direct costs, indirect costs, or associated costs which may result from, or be caused by, this SUPPLEMENTAL TASK AUTHORIZATION.

SECTION 3.00 TIME AND SCHEDULE

3.01 TIME IS OF THE ESSENCE

The timely performance and completion of the required services, work, and materials is vitally important to the interests of the CITY. Time is of the essence for all of the duties and obligations contained in this SUPPLEMENTAL TASK AUTHORIZATION.

3.02 NOTICE TO PROCEED

Following the execution of this SUPPLEMENTAL TASK AUTHORIZATION by both parties, the CITY shall issue the SERVICE PROVIDER a written Notice to Proceed. Following the issuance of such Notice to Proceed, the SERVICE PROVIDER shall be authorized to commence work and the SERVICE PROVIDER thereafter shall commence work promptly and shall carry on all such services, tasks, and work as may be required in a continuous, diligent, and forthright manner to expeditious completion.

3.03 TIME OF PERFORMANCE

The SERVICE PROVIDER agrees to complete the services, tasks, or work required pursuant to this SUPPLEMENTAL TASK AUTHORIZATION, within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in Exhibit "S/COA-C", dated March 24, 2017 entitled "Time and Schedule of Performance", which is attached hereto and made a part of this SUPPLEMENTAL TASK AUTHORIZATION.

SECTION 4.00 SUB-CONSULTANT(S) AND SUB-CONTRACTOR(S)

In providing and performing the services, tasks, or work required pursuant to this SUPPLEMENTAL TASK AUTHORIZATION, the SERVICE PROVIDER intends to engage the assistance of the sub-consultant(s) and/or sub-contractor(s) set forth in Exhibit "S/COA-D" dated March 24, 2017 entitled "Service Provider's Associated Sub-Consultant(s) and Sub-Contractor(s)", which is attached hereto and made a part of this SUPPLEMENTAL TASK AUTHORIZATION.

SECTION 5.00 PROJECT GUIDELINES AND CRITERIA

In providing and performing the services, tasks, or work required pursuant to this SUPPLEMENTAL TASK AUTHORIZATION, the SERVICE PROVIDER, shall be guided by the content of Exhibit "S/COA-E" dated March 24, 2017 entitled "Project Guidelines and Criteria" which is attached hereto and made a part of this SUPPLEMENTAL TASK AUTHORIZATION.

SECTION 6.00 ACCEPTANCE

Acceptance of this SUPPLEMENTAL TASK AUTHORIZATION shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and shall be attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by the duly authorized representatives, have executed this SUPPLEMENTAL TASK AUTHORIZATION effective the day and year first written hereinabove.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

By: Nicole Monahan
~~Randall P. Henderson Jr., Mayor~~ Nicole Monahan, P.E.

Date: 4/27/17

By: Amber Smith
~~Saeed Kazemi, P.E., City Manager~~ Amber Smith Contracts & Grant Specialist

Date: 4/27/17

APPROVED AS TO FORM:

[Signature]
Grant Williams Alley, City Attorney

Witness

[Signature]
Name: Spacio Guzman

[Signature]
Name: Jason White

CORPORATE SEAL

Quattrone & Associates, Inc.

By: [Signature]
(Type name of signee here)

Title: N. Quattrone PE President

Date: 4/25/17

EXHIBIT "S/COA-A"

Date: March 24, 2017

SCOPE OF PROFESSIONAL SERVICES

For **Cleveland Grove Neighborhood Utility Improvements**

SECTION 1.00 SUPPLEMENT(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services referred to hereinbefore is hereby supplemented so that the SERVICE PROVIDER shall provide and perform the following professional services, tasks, or work as a supplement to the scope of services previously agreed to and authorized:

PROJECT BACKGROUND

The purpose of this project is infrastructure improvements in the Cleveland Grove Subdivision, consisting of Turner Street, Patrick Avenue and Kentucky Avenue located in Ward1. Design will include: water, sewer, drainage and sidewalk improvements as well as ADA compliance.

DUE DILIGENCE

RESEARCH

QAI will perform an onsite inspection, review legal descriptions of the adjacent parcels, review existing utility information and schedule a predesign meeting with the City of Fort Myers.

SURVEY SERVICES

TOPOGRAPHICAL BOUNDARY SURVEY

QAI shall coordinate and obtain a signed and sealed boundary and topographical survey identifying all property structures, features, boundaries, elevations (topography), sewer & drainage inverts, and easements for the proposed route of the project.

ENGINEERING SERVICES

ENGINEERING DESIGN

A. Site Plan & Striping Plan

Coordinate with the COFM to determine the design approach, including but not limited to the location and type of drainage improvements, location of proposed water and sewer lines, and the location of the proposed sidewalk improvements.

The plan will also show conflicts that need to be designed around. This task will also include a striping plan.

B. Paving, Grading & Drainage Plans

This service includes preparing paving, grading and drainage plans for the project and to include designing a water quality treatment area.

C. Plan and Profiles Plans

This service includes preparing a road profile and cross sections along the route to reflect the proposed location of the sidewalk, drainage improvements, location of relocated utilities and grading modifications within and adjacent to the right-of-way.

PERMITTING SERVICES

WATER MANAGEMENT PERMITTING

This proposal is based on the assumption that the design will not require a SFWMD permit.

II. UTILITY PERMITTING & COORDINATION

This service includes coordinating with the City of Fort regarding approval of the design and permitting of the proposed utility improvement with HRS and FDEP.

POST DESIGN SERVICES

MEETINGS, INSPECTIONS AND CERTIFICATION

It is anticipated that the City will be responsible for project bidding and coordination with prospective contractors and handle day-to-day construction related issues and/or secure the services of an engineering firm for construction inspection services and final certification. This task includes the following post design services:

- Attend Pre-Bid Meeting
- Assisting the City with bidding the project (respond to requests for additional information)
- Attend one preconstruction meeting with the contractor, City, utility companies
- Review contractor shop drawings
- Two construction inspections to address any plan questions.

REIMBURSABLES

MISCELLANEOUS REIMBURSABLE EXPENSES

EXHIBIT "S/COA-B"

Date: March 24, 2017

COMPENSATION AND METHOD OF PAYMENT

FOR: **Cleveland Grove Neighborhood Utility Improvements**

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the SERVICE PROVIDER shall be entitled to receive for providing and performing the supplemented services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this SUPPLEMENTAL TASK AUTHORIZATION, Exhibit "S/COA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the SERVICE PROVIDER should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Article 4.3 "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate W.I.P.P.
1.0	Due Diligence	\$4,000	LS	W.I.P.P.
2.0	Survey Services	\$14,800	LS	W.I.P.P.
3.0	Engineering Services	\$46,300	LS	W.I.P.P.
4.0	Permitting	\$5,000	LS	W.I.P.P.
5.0	Post Design Services	\$4,500	NTE	W.I.P.P.
6.0	Miscellaneous Reimbursables	\$500	NTE	W.I.P.P.
TOTAL		\$75,100		

EXHIBIT "S/COA-C"

Date: March 24, 2017

TIME AND SCHEDULE OF PERFORMANCE

FOR: **Cleveland Grove Neighborhood Utility Improvements**

SECTION 1.00 CHANGES FOR THIS SUPPLEMENTAL TASK AUTHORIZATION

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this SUPPLEMENTAL TASK AUTHORIZATION, Exhibit "S/COA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Task	SERVICES INCLUDED IN ITEM	DURATION
Due Diligence	<i>Site Inspection, Predesign Meetings, & Review of Existing Utilities</i>	10 Days
Survey Services	<i>Boundary Survey</i>	20 Days
Engineering Services	<i>Water, Sewer, Drainage, Sidewalk & Road Design Plans</i>	90 Days
Permitting Services	<i>Utility Permitting</i>	30 Days
Post Design Services	<i>Preconstruction Meeting, RFI's, Site Inspections</i>	TBD
Reimbursables	<i>Miscellaneous Reimbursable Expenses</i>	N/A
TOTAL	<i>Total Design & Permitting</i>	150 Days

EXHIBIT "S/COA-D"

Date: March 24, 2017

SERVICE PROVIDER'S ASSOCIATED SUB-CONSULTANT(S) AND SUB-CONTRACTOR(S)

FOR: **Cleveland Grove Neighborhood Utility Improvements**

SERVICE PROVIDER intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the SERVICE PROVIDER in providing and performing the services, tasks, or work required under this SUPPLEMENTAL TASK AUTHORIZATION.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged Business Enterprise (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No

EXHIBIT "S/COA-E"

Date: March 24, 2017

PROJECT GUIDELINES AND CRITERIA

FOR: **Cleveland Grove Neighborhood Utility Improvements**

As a supplement to the Project Guidelines and Criteria set forth in the Professional Services , Exhibit "E", the CITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the SERVICE PROVIDER in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in SUPPLEMENT AGREEMENT, Exhibit "S/COA-A", attached hereto:

(If none, enter the word "none" in the space below.)

Item No. 1

NONE