

EXECUTIVE SUMMARY

Recommendation to approve TDT funding for the construction and related permit and engineering costs for ten Pickleball courts at East Naples Community Park (ENCP) at a cost up to \$300,000, approve all necessary budget amendments and make a finding that this expenditure promotes tourism.

OBJECTIVE: To add ten pickleball courts to accommodate additional competition facilities for the ongoing growth in demand for Pickleball courts and to meet the needs of next year's U.S. Open Pickleball Championship, future regional tournaments and resident demand for pickleball play at this facility.

CONSIDERATIONS: The sport of pickleball has grown dramatically both internationally and in Collier County. To maintain our reputation as the "Pickleball Capital of the World", we need to further expand the number of championship quality pickleball courts at East Naples Community Park.

Engineering study by Agnoli, Barber & Brundage, Inc. will identify the best location and layout for these ten new courts in the park area. Final construction bids will then be solicited and the final cost will be known. The cost, however will not exceed \$300,000.

ADVISORY BOARD RECOMMENDATION(S): The Parks and Recreation Advisory Board (PARAB) reviewed this item at its regularly scheduled meeting on July 19, 2017 and recommended approval.

FISCAL IMPACT: The estimated cost of constructing the ten pickleball courts is \$300,000. Funding for the ten pickleball courts will be provided in the FY 18 proposed Tourism Division budget from Fund 184 Reserves in the amount of \$82,200 and from Fund 193 Unallocated Reserves in the amount of \$217,800.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan with this action. East Naples Community Park is inventoried in the AUIR for Parks.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for approval. – CMG

RECOMMENDATION: That the Board approve TDT funding for the construction and related permitting and engineering cost for ten Pickleball courts at East Naples Community Park (ENCP) at a cost up to \$300,000, approve all necessary budget amendments and make a finding that this expenditure promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments:

1. Agnoli, Barber & Brundage, Inc., Project Proposal



July 18, 2017

Via Email to MargaretBishop@colliergov.net

Margaret A. Bishop, P.E.
Principal Project Manager
Facilities Management Division
Collier County Government
3335 Tamiami Trail East, Ste. 101
Naples, FL 34112

Re: East Naples Community Park – Design & Permitting

Dear Ms. Bishop:

At your request, Agnoli, Barber & Brundage, Inc. is pleased to submit this proposal to render professional services on the above-referenced project. Agnoli, Barber & Brundage, Inc., hereinafter referred to as ABB, proposes to provide Collier County, hereinafter referred to as Client, the professional services outlined in the attached Exhibits A and B. The specific terms of this agreement are to be governed by Collier County Contract 13-6164.

1. SCOPE OF SERVICES

The scope of services for this project is enumerated on the attached Exhibits A and B.

2. TIME OF PERFORMANCE

ABB will start services promptly upon receipt of the following: Work Order and NTP from Collier County. We request a purchase order expiration of one year from NTP.

3. OUTSIDE SERVICES

Outside services not specifically included in this Agreement are as follows:

- A. Geotechnical Engineering
- B. Structural Engineering Services
- C. Transportation Planning/Engineering Services
- D. Materials Testing
- E. Hazardous Waste Assessments
- F. Legal Services
- G. Environmental/Wildlife Permitting
- I. Services not specifically described in Exhibit A of this Agreement

4. RESPONSIBILITIES OF CLIENT

ABB's performance under this Agreement is contingent upon the Client or others designated by the Client providing ABB with:

- A. All documents, information relating to special or extraordinary considerations, existing permits, maps, deeds, easements, abstracts, surveys, topography or other information in the client's possession relating to the project.
- B. In writing of all client's criteria, design, construction and other requirements for the project.
- C. Any existing surveys of the property.
- D. Guarantee of access to and make provisions for the ABB and subcontractors to enter upon public and private lands as required to perform their work under this Agreement.
- E. Client is responsible for all governmental permit fees.
- F. Where survey layout work is included in the scope, Client is expected to provide two (2) copies of approved plans on paper media, and current AutoCAD digital files of the work. Any changes to the project throughout the length of construction will be provided to us in the formats and amounts described above. We expect to be provided with the following plans:

- Most recent Boundary Survey
- Approved Civil Engineering Plans/Site Development Plans
- Approved Architectural Plans
- Approved Structural Plans
- Approved Landscape Architecture Plans
- Approved Hardscape Plans
- Any other plan of record that describes the work to be laid out

- A. Incomplete scheduling of our services may be subject to additional charges for lost time due to excessive travel.

7. LIABILITY

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(1)(c), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

We hope that this Agreement satisfactorily responds to your request. Please return one original copy of this document, signed by a duly authorized representative of the Client, which will serve as our authorization to proceed. By signing below, the undersigned hereby represents and warrants that they have full authority to contract on the Client's behalf for the services and fees proposed herein. If you have any questions, please do not hesitate to call.

Sincerely,

AGNOLI, BARBER & BRUNDAGE, INC.

Dominick Amico

Dominick J. Amico, Jr., P.E.
President

DJA/drr

Attachments

AUTHORIZATION

You may designate a person to act as your representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, make work scope changes, and make or interpret the Client's decisions.

OPTIONAL DESIGNATED REPRESENTATIVE: CLIENT:

Printed Name

Printed Name and Title

Signature

Client Signature

Date

By signing above, Client hereby represents and warrants that they have full authority to enter into legal binding contracts affecting the real property described herein, and if listed authorizes the Designated Representative to assume full project direction authority and will be responsible for payment of the fees proposed herein or as directed by work change orders.

Exhibit A
East Naples Community Park Phase I - Infrastructure Improvements/Design & Permitting
 Agnoli, Barber, & Brundage Inc.
 Scope of Services

Project Narrative: The following scope is supplied to assist Collier County Parks and Recreation in their efforts to renovate East Naples Community Park and to better accommodate the national pickleball tournament in 2018 as well as create a master concept plan for the future. The specific improvements include: potable water services (non-cooled drinking fountains and hose bibbs) to various locations as shown in the master plan, ADA accessibility to the courts, artificial turf design for the soccer field to be displaced by the new pickleball courts, and design of 6-10 new pickleball courts.

We request the time of this work order be 365 days from the NTP. The following scope will be needed to design and permit the proposed facilities:

I Design/Permit Services	\$	76,491	Basis
A. Design Survey Perform field topographic survey of certain areas to be modified and which were highlighted in report.	\$	7,427	T/M
B. Design Plans Prepare design plans for permitting, bidding and construction. Plans and calculations will address ADA accessibility, potable water improvements, and the field turf soccer field.	\$	19,000	T/M
C. Permitting Prepare application to SFWMD for minor permit modification. Prepare application to Collier County GMD for SDPI. Prepare application to the City of Naples for the potable water elements. The basis of the scope for the SFWMD is that the impervious percentage given in the original permit is NOT to be exceeded.	\$	10,598	T/M
D. Meetings If necessary, attend up to 25 hours (per team member) meetings and/or deliver presentations.	\$	11,165	T/M
E. Bid Assistance Assist Collier County purchasing with up to three (3) bidding-related meetings. Bid assistance includes the bidding process and attending up to three (3) bidding-related meetings (pre-bid, bid opening and issue award recommendation).	\$	3,290	T/M

F. Turf Field Design \$ 15,011 T/M

This includes unexpected conditions or items encountered during completion of this work order. Various "unexpected conditions" items include, but are not limited to, the following: implementation of irrigation system, additional turf fields, additional permitting efforts not included in Task II.C, poor soil conditions, etc., or if SFWMD becomes a major modification requiring re-modeling of the surface water managed system. Additional funds will be used on a time and material basis. Any other work item related to this task deemed necessary by the County will be considered under this task.

G. Unforeseen/Alternate Conditions \$ 10,000 T/M

This includes unexpected conditions or items encountered during completion of this work order. Various "unexpected conditions" items include, but are not limited to, the following: implementation of irrigation system, additional turf fields, additional permitting efforts not included in Task II.C, poor soil conditions, etc., or if SFWMD becomes a major modification requiring re-modeling of the surface water managed system. Additional funds will be used on a time and material basis. Any other work item related to this task deemed necessary by the County will be considered under this task.

Exhibit B
East Naples Community Park Phase I - Infrastructure Improvements/Design & Permitting
 Agnoli, Barber, & Brundage Inc.
 Hourly Estimation

I. Design/Permit Services

	<u>Hours</u>	<u>Rate</u>	<u>Subtotal</u>	
A. Design Survey				
Engineer	5	\$ 123.00	\$ 615.00	
Surveyor	10	\$ 120.00	\$ 1,200.00	
Principal	2	\$ 206.00	\$ 412.00	
2-Man Survey Crew	40	\$ 130.00	<u>\$ 5,200.00</u>	
				\$ 7,427.00
B. Design Plans				
Project Manager	20	\$ 147.00	\$ 2,940.00	
Principal	20	\$ 206.00	\$ 4,120.00	
Engineer	60	\$ 123.00	\$ 7,380.00	
Senior Designer	40	\$ 114.00	<u>\$ 4,560.00</u>	
				\$ 19,000.00
C. Permitting				
Project Manager	24	\$ 147.00	\$ 3,528.00	
Principal	10	\$ 206.00	\$ 2,060.00	
Engineer	20	\$ 123.00	\$ 2,460.00	
Senior Tech	30	\$ 85.00	<u>\$ 2,550.00</u>	
				\$ 10,598.00
D. Meetings				
Project Manager	20	\$ 147.00	\$ 2,940.00	
Engineer	25	\$ 123.00	\$ 3,075.00	
Principal	25	\$ 206.00	<u>\$ 5,150.00</u>	
				\$ 11,165.00
E. Bid Assistance				
Principal	10	\$ 206.00	\$ 2,060.00	
Engineer	10	\$ 123.00	<u>\$ 1,230.00</u>	
				\$ 3,290.00
F. Turf Field Design				
Principal	46	\$ 206.00	\$ 9,476.00	
Engineer	45	\$ 123.00	<u>\$ 5,535.00</u>	
				\$ 15,011.00
G. Unforeseen/Alternate Conditions				\$ 10,000.00