

**(TO) TASK ORDER AMENDMENT TO CSC AGREEMENT
(PROFESSIONAL CCNA SERVICES)**
Clerk Tracking No. 15-00185

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 12th day of November 2015, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **TKW CONSULTING ENGINEERS, INC.**, a Florida Profit Corporation (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish CCNA Services, on **April 6, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No.15-00049**. **This Task Order Amendment is for services associated with Evaluation of 1998 Police Building: Task Order No. 16-01-09-17-15131** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Task Order Amendment so that the Consultant will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment 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 will be performed and completed within 90-days from the issuance of a Notice-to-Proceed and with a 30-day Project close-out time frame. The Project: **Evaluation of 1998 Police Building**.
3. "Article Four, Compensation" is amended to reflect an increase to the Consultant for this Task Order Amendment in the amount of **\$16,406.00** 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. 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.
5. 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 Task Order Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

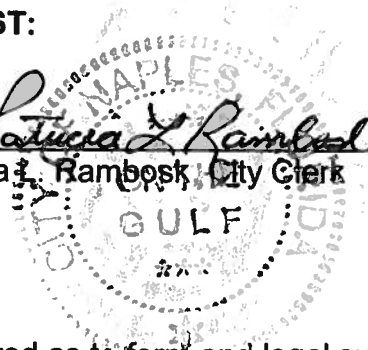
CITY:

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:

TKW Consulting Engineers, Inc.
5621 Banner Drive
Fort Myers, Florida 33912
Att: **Douglas H. Eckmann, P.E., BCEE, D.WRE**
Chief Operating Officer and Engineering Manager

Stephanie St. Onge
Witness (Signature)

By: D. Eckmann
(Signature)

Printed Name: Stephanie St. Onge

Printed Name: Douglas H. Eckmann, P.E., BCEE

Title: Chief Operating Officer

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

- Fort Myers
- Orlando
- Tallahassee

November 5, 2015

Mr. Gerald "Jed" Secory, MBA CPPO CPM
Purchasing Manager
City of Naples
735 8th Street South
Naples, FL 34102

RE: Evaluation of 1998 Police Building - Structural Services
City of Naples
Professional Services Continuing Contract Library of Consultants
Clerk Tracking No. 15-00049
TKW Job No.15906.01

Dear Mr. Secory:

TKW Consulting Engineers, Inc. (TKW) is pleased to submit the following proposal to provide engineering services to evaluate an existing building owned by the City of Naples. The City of Naples has requested a structural review and evaluation of the Emergency Operations Center and Police and Emergency Services Building at 355 Riverside Circle (1998 Police Building) to determine if the structure can qualify as a hurricane shelter or, if not, to determine what category of hurricane it can be rated for as allowed by the current Florida Building Code.

For city's convenience I have attached a proposed EXHIBIT A in the form of our Agreement for professional services that outlines the scope of services, the deliverables, the schedule and the proposed compensation. Attachment 1 to EXHIBIT A, also included, provides a resource loaded task analysis documenting the basis of compensation. Billing rates are as established in EXHIBIT B of TKW's Agreement.

The proposed fee for the services described in EXHIBIT A is \$16,406. We will complete our services within 90 days of receipt of Notice-to-Proceed.

We look forward to working with the city staff on this assignment. If you have any questions or need further information, please contact me.

TKW CONSULTING ENGINEERS, INC.



Douglas H. Eckmann, P.E., BCEE
Chief Operating Manager/Engineering Manager

Attachments:

EXHIBIT A – SCOPE of SERVICES
Attachment 1 to EXHIBIT A – Basis of Compensation

EXHIBIT A - SCOPE OF SERVICES

Evaluation of 1998 Police Building

PROJECT DESCRIPTION

Pursuant to the agreement for “Professional Services – (CSC) Continuing Services Contract” (Agreement) executed April 6, 2014 between CITY and CONSULTANT, CONSULTANT will provide professional engineering services to evaluate an existing building owned by the City of Naples. The City of Naples has requested a structural review and evaluation of the Emergency Operations Center and Police and Emergency Services Building at 355 Riverside Circle (1998 Police Building) to determine if the structure can qualify as a hurricane shelter or, if not, to determine what category of hurricane it can be rated for as allowed by the current Florida Building Code.

SCOPE OF WORK

GENERAL

Task 1 – Evaluation and Report

Drawings dated 7-27-98 were provided by the CITY. They indicate that the building was designed by W. Overstreet, but none of the architectural or structural sheets have an architect’s or engineer’s stamp. The drawings indicate a two-story structure with shallow foundations, concrete slab-on-ground, load-bearing masonry walls, precast concrete hollow-core plank for the second floor, and wood trusses for the roof.

CONSULTANT will review the drawings provided and evaluate the structure based on the Florida Building Code 5th Edition (2014) for gravity and wind loads. CONSULTANT will review plans, sections and details. After initial review, CONSULTANT representatives will visit the building and endeavor to verify that the structure was built in accordance with the plans provided for review.

CONSULTANT will investigate window mounting and consult with manufacturer on the wind load rating and impact resistance of the exterior windows.

CONSULTANT will inspect the roof truss tie-downs where accessible for inspection.

CONSULTANT may find that the design or portions of the design (as documented in the drawings provided) do not meet current building code requirements; CONSULTANT will identify these areas for additional investigation. If CONSULTANT finds that the construction or portions of the construction were not built in accordance with the drawings provided, CONSULTANT will identify these areas for additional investigation. Additional investigation may include destructive or non-destructive testing of structural components. CONSULTANT would obtain clearance from CITY for any destructive testing would first be cleared with the City.

Note that testing of the as-constructed building is not in the scope of services authorized in this Task Order. If such testing is recommended and subsequently authorized by CITY,

the testing and review of test results would be an additional service with the scope of services and professional fee as mutually agreed in an amendment to this Task Order.

CONSULTANT will prepare a report for presentation to CITY. The report will contain conclusions regarding hurricane rating and identify areas of concern. For the areas of concern, possible repairs or upgrading that would improve the hurricane rating will be recommended.

Note that preparation of construction drawings for recommended repairs or upgrades are not in the scope of services authorized in this Task Order. Design of improvements would be an additional service with the scope of services and professional fee as mutually agreed in an amendment to this Task Order or subsequent Task Order.

DELIVERABLES

1. Report

PROJECT MILESTONE SCHEDULE

Task 1	Investigation, evaluation and report to be completed within 90 days of Notice to Proceed for Task Order
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COMPENSATION

In accordance with Article 4 of the Agreement CITY will compensate CONSULTANT in accordance with the Lump Sum (LS) method of payment as follows:

Task 1 – Evaluation and Report	LS	\$16,406

Attachment 1 to this EXHIBIT A provides a resource loaded task analysis documenting the basis of compensation. Billing rates are as established in EXHIBIT B of the Agreement.

CONSULTANT ASSUMPTIONS

The following assumptions have been made in developing EXHIBIT A – SCOPE OF SERVICES:

1. CITY will designate a Project Coordinator to represent the CITY, transmit instructions, receive information, and interpret CITY's policies and decisions with respect to COUNSULTANT's services authorized in this Task Order.
2. CONSULTANT is entitled to rely on available information provided by CITY without independent review and verification.

City of Naples Structural Review 1998 Police Building November 5, 2015 Job No. 15906.01 TKW		TKW Consulting Engineers - Project Professional Fee Budget (Attachment 1 to EXHIBIT)									TOTAL BY TASK
		Principal Engineer (Lange)		Senior Engineer (Green)		Senior Inspector (Cunningham)		Clerical		Other Direct Costs	
		Task	Description	Hrs	\$206 per hour	Hrs	\$157 per hour	Hrs	\$96 per hour		Hrs
1	Building Evaluation	21	\$4,326	64	\$10,048	16	\$1,536	8	\$496	\$0	\$16,406
			\$0		\$0		\$0		\$0		\$0
	Review Drawings provided by City	4	\$824	16	\$2,512		\$0		\$0		\$3,336
	Structural Analysis	8	\$1,648	32	\$5,024		\$0		\$0		\$6,672
	On-site Inspection	4	\$824	4	\$628	8	\$768		\$0		\$2,220
	Investigate windows and ratings	1	\$206	4	\$628	4	\$384		\$0		\$1,218
	Prepare Report and Recommendations	4	\$824	8	\$1,256	4	\$384	8	\$496		\$2,960
			\$0		\$0		\$0		\$0		\$0
			\$0		\$0		\$0		\$0		\$0
			\$0		\$0		\$0		\$0		\$0
			\$0		\$0		\$0		\$0		\$0
2	Material Testing and Evaluation	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0
			\$0		\$0		\$0		\$0		\$0
	<i>Note that material testing may be recommended or needed for full evaluation, fee budget for this is not able to be determined at this time.</i>		\$0		\$0		\$0		\$0		\$0
			\$0		\$0		\$0		\$0		\$0
TOTAL		21	\$4,326	64	\$10,048	16	\$1,536	8	\$496	\$0	\$16,406