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

Clerk Tracking No. 2017-00009

**THIS TASK ORDER AMENDMENT** (the "Amendment") to the Continuing Services Contract (CSC) for Professional CCNA Services is made and entered into effective the day 27<sup>th</sup> of January 2017, by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "CITY"), and **TKW CONSULTING ENGINEERS, INC.**, 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 **April 6, 2015** (the "Original Agreement") (Reference Original **RFQ 14-054** and Original **Clerk Tracking No. 15-00049**. **This Amendment** is for services associated with **Naples Landings Dock Replacement: Task Order No. 17-02-09-17-17120**: (the 'Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Amendment so that the CONSULTANT will provide said services pursuant to the terms and conditions contained in the Original Agreement and Amendment 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 Amendment will be **performed and completed within 90-days from CITY issuance and receipt by CONTRACTOR of a Notice-to-Proceed, anticipated date of April 30, 2017** with a 30-day Project Close-out time frame. Project: Naples Landings Dock Replacement.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$27,326.00** 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](mailto: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

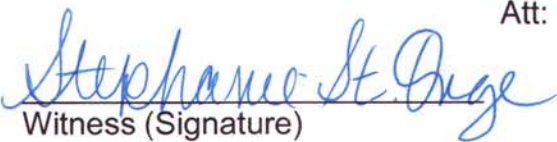
**CONSULTANT:**

**TKW Consulting Engineers, Inc.**

5621 Banner Drive

Fort Myers, Florida 33912

Att: **Douglas H. Eckmann, P.E., BCEE, D.WRE**

  
Witness (Signature)

Printed

Name: Stephanie St. Onge

By: 

(Signature)

Printed

Name: Douglas H. Eckmann, P.E.

Title: C.O.O. & Engineering Manager

FEI/EIN Number: On File

A Florida Profit Corporation

(FL)





- Fort Myers
- Orlando
- Tallahassee

January 20, 2017

Mr. Jim Hodgdon  
Parks and Parkways Superintendent  
Community Services Department  
City of Naples  
280 Riverside Circle  
Naples, FL 34102

RE: Naples Landings Dock Replacement  
City of Naples  
Professional Services Continuing Contract Library of Consultants  
Clerk Tracking No. 15-00049  
TKW Job No.15906.05

Dear Mr. Hodgdon:

TKW Consulting Engineers, Inc. (TKW) is pleased to submit the following proposal to provide engineering services related to the replacement of the wood dock at the boat ramp at Naples Landings Park.

TKW will meet with City staff to review the scope of the project. TKW will coordinate and obtain an existing conditions survey locating the existing pilings and dimensions of the existing dock structure. TKW will perform a field inspection of the existing dock structure. TKW will research the materials of construction and prepare a letter report confirming the recommended materials with an exhibit showing the proposed dock plan. On concurrence, TKW will initiate permitting approvals from the agencies with jurisdiction, anticipated to include the FDEP, ACOE, the City of Naples and, if relevant, Collier County. It is anticipated that the new dock structures will use pressure-treated marine-grade pilings and pressure-treated marine-grade structural lumber. TKW will prepare construction plans for bidding by marine contractors experienced in dock construction. It is anticipated that no electrical work or plumbing will be provided. TKW will prepare and submit permitting documents and respond to agency communications. TKW will assist in the procurement process and respond to questions from bidders and issue revised drawings if needed. During construction TKW will review contractor submittals and perform periodic observations of the work, including a final inspection prior to recommending final payment, as requested by City staff.

In the attached fee budget the billing rates are as established in EXHIBIT B of TKW's Master Agreement with the City of Naples.

Jim Hodgdon  
City of Naples  
January 20, 2017  
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The proposed fee for these anticipated services is \$27,326 including the survey. We will complete our design services (Tasks 1 through 7 in the attached fee budget) within 90 days of receipt of Notice-to-Proceed, or sooner, assuming no permitting delays. It is anticipated that the permitting will be relatively straightforward on the basis that the scope of work is limited to the repair and replacement of an existing functional dock in the same location and of the same area, with an existing submerged lands easement. Note that the City will pay all permitting fees; permitting fees are not included in TKW's fee budget.

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, D.WRE, F.ASCE  
Chief Operating Manager/Engineering Manager

CC: James T. Lange, P.E., S.E., S.I. (TKW Structural Engineering Manager)

Attachments: TKW Fee Budget

City of Naples NAPLES LANDINGS DOCK REPLACEMENT Naples, FL			TKW Fee Budget - Design and Post Design Services										
			Senior Project Manager		Senior Engineer		Engineer		Designer		Clerical Administrative		Expenses
Task	Description	Hrs	\$172 per hour	Hrs	\$157 per hour	Hrs	\$123 per hour	Hrs	\$94 per hour	Hrs	\$62 per hour		Amount
Totals:		19	\$3,268	46	\$7,222	52	\$6,396	58	\$5,452	24	\$1,488	\$3,500	\$23,826
1	Initial meeting with client	3	\$516	3	\$471		\$0		\$0	1	\$62		\$1,049
2	Coordination of survey of existing conditions	1	\$172	2	\$314		\$0	2	\$188	1	\$62		\$736
3	E.F. Gaines Survey Services		\$0		\$0		\$0		\$0		\$0	\$3,500	
4	Perform field inspection of existing pier		\$0		\$0	8	\$984	8	\$752	1	\$62		\$1,798
5	Review materials of construction		\$0	4	\$628	4	\$492		\$0	1	\$62		\$1,182
6	Prepare drawings for replacement pier (relevant specifications included on the drawings)	4	\$688	4	\$628	16	\$1,968	32	\$3,008	2	\$124		\$6,416
7	Preparation of permit applications: FDEP, submerged lands, ACOE, City of Naples, Collier County (1) (2)	8	\$1,376	8	\$1,256	8	\$984	8	\$752	8	\$496		\$4,864
8	Review meeting with client	3	\$516	3	\$471		\$0		\$0		\$0		\$987
9	Assistance during bidding		\$0	8	\$1,256		\$0	4	\$376	4	\$248		\$1,880
10	Review shop drawing submittals; respond to Contractor RFI's			2	\$314	4	\$492	4	\$376	2	\$124		\$1,306
11	Periodic observations of the work (4 site visits total)		\$0	12	\$1,884	12	\$1,476		\$0	4	\$248		\$3,608
												TOTAL	\$27,326
Notes: (1) Permitting effort is approximate and may be adjusted based on level of effort required. (2) Permit fees to be paid by City of Naples.													