

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

Clerk Tracking No. 2017-00016

**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 February 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 **Lowdermilk Park Pavilion: Task Order No. 17-03-10-65-17R19**; (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 30-days from CITY issuance and receipt by CONTRACTOR of a Notice-to-Proceed, anticipated completion date of March 31, 2017** with a 30-day Project Close-out time frame. Project: Lowdermilk Park Pavilion.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$12,640.00** 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.

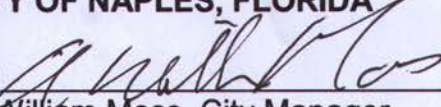
**IN WITNESS WHEREOF**, the CITY and the CONSULTANT have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**

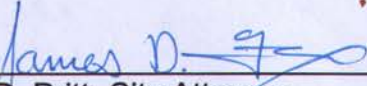
By:   
Patricia L. Rambosk, City Clerk

**CITY:**

**CITY OF NAPLES, FLORIDA**

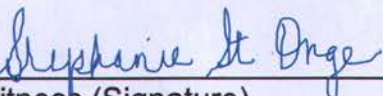
By:   
A. William Moss, City Manager

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., BCEE

Title: C.O.O. and Engineering Manager

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





■ Fort Myers  
■ Orlando  
■ Tallahassee

February 1, 2017

Travis Delashmet  
Facilities Maintenance Superintendent  
Community Services Department  
280 Riverside Circle  
Naples, FL 34102

RE: Lowdermilk Park Pavilion  
City of Naples RFQ 14-054 Professional Services Library  
TKW Job No.15906.07

Dear Mr. Delashmet:

TKW Consulting Engineers, Inc. (TKW) is pleased to submit the following proposal to provide structural engineering services to have the gusset plates and hurricane straps changed out at the Lowdermilk park concession stand. The replaced plates and straps will be stainless steel with stainless steel fasteners. TKW's scope of services will be as follows:

1. Meet with project team, review requirements, prepare a design memorandum of understanding to confirm project understanding and design approach.
2. Conduct a site visit.
3. Analyze existing structural systems.
4. Prepare drawings showing the modifications, with required wind load data.
5. Meet with project team to review the drawings and scope of the work to be performed.
6. Prepare construction documents for bidding or pricing.
7. Attend a pre-bid meeting if conducted.
8. Address any comments from Building Department.
9. Provide signed and sealed drawings for construction and building permit. (Include electronic deliverables as needed.)
10. Attend a pre-construction meeting if conducted.
11. Review submittals and Requests for Information submitted by Contractor.
12. Provide two site visits to observe the work during construction.
13. Prepare record drawings and close out documentation.

We understand that construction documents for bidding or pricing are needed by March 1, 2017.



Mr. Travis Delashmet  
February 1, 2017  
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The proposed fee for the services described is \$12,640. The work will be performed on a time and materials basis in accordance with the terms of TKW's master continuing Services Contract. If this is acceptable our services can be authorized by issuing a Task Order to TKW's Continuing Services Contract with the City of Naples.

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

TKW CONSULTING ENGINEERS, INC.

*D.H. Eckmann*

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

cc: James Lange, P.E.

Attachments:

Task Based Fee Budget – Lowdermilk Park Pavilion



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