

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

Clerk Tracking No. 16-00131

THIS TASK ORDER AMENDMENT (the "Amendment") to the (CSC) Continuing Services Contract for Professional CCNA Services is made and entered into effective the 24th **day of August 2016**, 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 Amendment is** for services associated with **Norris Center Investigation into Flooding Issues: Task Order No. 16-03-09-26-546340**: (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 by November 30, 2016** with a 30-day Project Close-out time frame. Project: Norris Center Investigation into Flooding Issues.
3. "Article Four, Compensation" is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$16,888.00** 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; 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
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

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**

Stephanie St. Onge
Witness (Signature)

Printed
Name: Stephanie St. Onge

By: D.H. Eckmann
(Signature)

Printed
Name: Douglas H. Eckmann
Title: Chief Operations Officer

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

August 12, 2016

Mr. Dana A. Souza
Director
Community Services Department
280 Riverside Circle
Naples, FL 34102

RE: Norris Center Investigation into Flooding Issues
City of Naples
Professional Services Continuing Contract Library of Consultants
TKW Job No.15906.03

Dear Mr. Souza:

TKW Consulting Engineers, Inc. (TKW) is pleased to submit the following proposal to provide engineering services to investigate the conditions and recommend repairs to reduce or eliminate water intrusion (flooding) at the Norris Community Center 8th Avenue South, Naples, FL.

Personnel at the City of Naples report that flooding inside the building is typically at floor level often occurs during a heavy or prolonged rainstorm. To address this concern, TKW proposes to perform the following professional services:

1. Review original architectural, civil and structural drawings prepared by Warner Architects, dated 06/06/03, and evaluate the construction details shown. Copies of the drawings have been previously provided to TKW.
2. If needed, request and coordinate a survey of existing site conditions, particularly finished floor and perimeter grade elevations, including slope of perimeter grades, slabs and pavers. The Surveyor may be contracted by the City of Naples directly or provided as a sub-consultant service by TKW.
3. Review the survey findings and visit the site to verify conditions.
4. If needed, enlist services of a Building Envelope Consultant as a subconsultant. TKW has worked with A/R/C Associates of Orlando, FL on past projects and has contacted them regarding this project.
5. Analyze the existing conditions and prepare a preliminary report of findings related to existing grades around building and a study of the building construction details.
6. Review the preliminary report with the City of Naples and establish an approach to resolving the flooding issue.
7. Finalize an approach for repairing the conditions that have been determined to cause the flooding. Review the approach with the City of Naples.
8. Prepare a final report of findings and recommendations for repairs. Engineering services for design of repairs to be authorized separately.

Mr. Dana A. Souza
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The proposed fee for the services is \$16,888 including an allowance of \$4,000 for outside consultants if needed. TKW will complete these services within 90 days of receipt of Notice-to-Proceed unless delayed by others.

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., BCCE
Chief Operating Officer/Engineering Manager

Attachments:

Task Based Fee Budget