

**FOURTH AMENDMENT TO AGREEMENT  
(PROFESSIONAL SERVICES)**

**THIS FOURTH AMENDMENT** (the "Fourth Amendment") to the Contract for Professional Engineering Services is made and entered into this **10th day of June, 2015** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **TKW CONSULTING ENGINEERS, INCORPORATED**, a Florida Profit Corporation (the Consultant").

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Engineering Services, dated **June 11, 2014** (the "Original Agreement") (Reference Original Bid No. **RFQ 14-042** and Original Clerk Tracking No. **14-00081** for services associated with **Professional Engineering Services for Naples Pier Deck Replacement Structural Design Services: Fourth Amendment: Additional Services related Article Four Compensation for restrooms expansion** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Fourth Amendment so that the Consultant will be provided additional compensation pursuant to the terms and conditions contained herein.

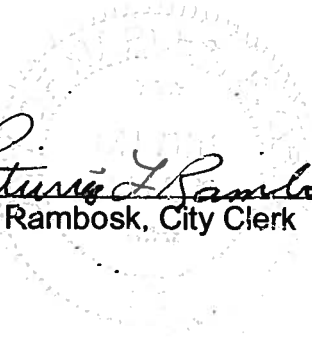
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Four, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of **\$9,000.00** for **Professional Engineering Services for Naples Pier Deck Replacement Structural Design Services related to men and women and restroom expansion** as described in **Attachment A-1 Scope of Services and Basis of Compensation** which is attached and made a part of this Fourth Amendment.
3. The terms of this Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fourth 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 Fourth 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  
Attention: **Trudi K. Williams, P.E., CEO**  
FEI/EIN Number: On File

Stephanie St. Onge  
Witness (Signature)

Printed Name: Stephanie St. Onge

By: Trudi K. Williams  
(Signature)

Printed Name: Trudi K. Williams

Title: CEO

- Fort Myers
- Orlando
- Tallahassee

June 3, 2015

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

RE: Amendment No. 4  
Naples Pier Deck Replacement – Building Engineering Design Services  
Executed 14-042 PSBA PO No. 1401453-00  
TKW Job No.14167.00

Mr. Secory, please find a description of additional services provided for the Naples Pier Deck Replacement and Restroom Expansion projects:

CONSULTANT (TKW Consulting Engineers, Inc.) and TKW's SUBCONSULTANT, (Mater Professional Engineering, Inc.) were required to make changes based on comments from review agencies that were different from the direction initially received during design. The revisions were as follows:

1. Revised the pier deck replacement drawings to add back ADA guardrails on the pier.
2. Research and modified the beach stair details to comply with building stair guidelines.
3. Research details and coordination for mounting the turtle friendly E9 light fixture, changed from the original selection of the IO fixture.
4. Provided additional information and coordination for the FDEP/FWC CCCL permit (received in January) required because the restroom expansion added complexity to the overall project.
5. Revised the electrical drawings for the E9 light fixture.
6. Addressed the additional information requirements for the FDEP/FWC CCCL permit showing existing light fixtures as well as new lighting, added additional lights to beach stairs; and then removed all lights from beach stairs.

We believe all of these issues have been addressed and revised drawings have been issued for final permitting and construction. In the interest of time and to keep the project on schedule we performed these additional services at risk.

The additional fee requested is:

\$5,500 for TKW  
\$3,500 for Matern

Total \$9,000

If approved, this will increase the fee authorized for the project from \$122,550 (Amendment 3) to \$131,550.

Thank you for considering our request for additional compensation.

TKW CONSULTING ENGINEERS, INC.



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