

**FOURTH AMENDMENT TO AGREEMENT
(CONSTRUCTION MANAGER-AT-RISK SERVICES)**

THIS FOURTH AMENDMENT (the "Fourth Amendment") to the Contract for Construction Manager-at-Risk Services is made and entered into this 30th day of October 2015 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **MANHATTAN CONSTRUCTION (FLORIDA), INCORPORATED**, a Florida Profit Corporation (the Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Construction Manager-at-Risk Services, dated **March 4, 2015** (the "Original Agreement") (Reference Original Bid No. **RFQ 15-004** and Original Clerk Tracking No. **15-00023** for services associated with **Construction Manager at Risk Pier Renovation Project: Fourth Amendment: Article Three Time** ('Project'); and

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

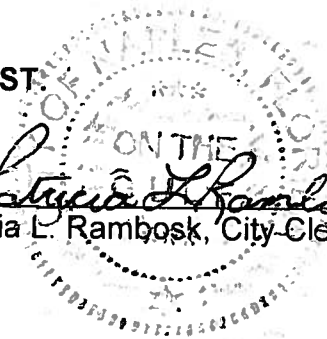
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Three, Time" shall be amended to **November 12, 2015**** for the provision of additional time the Consultant will have for the completion and close out of the **Construction Manager at Risk Pier Renovation Project**.
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:

MANHATTAN CONSTRUCTION (FL), INC.
3705-1 Westview Drive
Naples, Florida 34104
Attention: **Gordon Knapp**, Senior Vice President

By: Gordon Knapp
(Signature)

Printed
Name: Gordon Knapp

Title: Sr. Vice President

FEI/EIN Number: On File
A Florida Profit Corporation

Valkyrie Alden
Witness (Signature)

Printed
Name: Valkyrie Alden

****Amended Date for Additional Time Should Be November 15, 2015, Per the Days Proposed and Agreed Upon in Authorization Request #7 & Authorization Request #9**

#9 BRM