

**FIFTH AMENDMENT TO AGREEMENT
PROFESSIONAL SERVICES (CCNA)**
Clerk Tracking No. 15-00194

THIS FIFTH AMENDMENT (the "Fifth Amendment") to the Contract for Professional Engineering Services is made and entered into this 3rd day of **December, 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: Fifth Amendment: Article Four Compensation for restrooms expansion** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Fifth Amendment so that the Consultant will be provided additional time and 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 **\$4,547.00** 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**. Attached and made a part of this Fifth Amendment.
3. The terms of this Fifth 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 Fifth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fifth 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 Fifth Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:



By: Patricia L. Rambold
Patricia L. Rambold, 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, P.E.

Title: CEO / Founder

Invoice

**TKW Consulting Engineers, Inc.
 5621 Banner Drive
 Fort Myers, Florida 33912
 (239) 278-1992
 fax (239) 278-0922**

November 30, 2015
 Project No: 14167.00
 Invoice No: 0027300

Elizabeth Friedl
 City of Naples
 Community Services Dept.
 280 Riverside Circle
 Naples, FL 34102

Project 14167.00 Naples Pier Deck Replacement - Structural Design Services - Executed 14-042 PSBA PO No. 1401453-00

Bid/Proposal No. 14-042 Clerk Tracking No. 14-00081 P.O. #1401453-00

Professional Services from August 10, 2015 to August 28, 2015

Phase	100	Preliminary Services		
Fee				
Total Fee		12,932.00		
Percent Complete	100.00	Total Earned	12,932.00	
		Previous Fee Billing	12,932.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	200	Design Services		
Fee				
Total Fee		68,498.00		
Percent Complete	100.00	Total Earned	68,498.00	
		Previous Fee Billing	68,498.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	300	Post-Design Services		
Fee				
Total Fee		22,448.00		
Percent Complete	100.00	Total Earned	22,448.00	
		Previous Fee Billing	22,448.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Phase		0.00

Phase	400	Restroom Structural and MEP Design (Amendment #3)		
Fee				
Total Fee		18,672.00		
Percent Complete	100.00	Total Earned	18,672.00	
		Previous Fee Billing	18,672.00	

Please include the project number and invoice number on your check.

Project	14167.00	Naples Pier Deck Replacement		Invoice	0027300
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Phase		0.00

Phase	500	Additional Services (Amendment #4)			
Fee					
		Total Fee	9,000.00		
		Percent Complete	100.00	Total Earned	9,000.00
				Previous Fee Billing	9,000.00
				Current Fee Billing	0.00
			Total Fee		0.00
			Total this Phase		0.00

Phase	800	Additional Services for Pavilion			
Fee					
		Total Fee	4,547.00		
		Percent Complete	100.00	Total Earned	4,547.00
				Previous Fee Billing	0.00
				Current Fee Billing	4,547.00
			Total Fee		4,547.00
			Total this Phase		\$4,547.00
			Total this Invoice		\$4,547.00

Outstanding Invoices

Number	Date	Balance
0027047	9/28/2015	1,122.40
0027209	11/5/2015	1,122.40
Total		2,244.80