

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to the Professional Services Agreement is made and entered into **this 4th day of June, 2003** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Agnoli, Barber and Brundage, Inc.** (the Consultant”).

**WITNESSETH**

**WHEREAS**, the City and the Consultant entered into that certain Agreement to furnish professional surveying services dated December 4, 2002 (the “Original Agreement”) for the City’s Engineering Department for services associated with the Drainage Basin V Project (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services 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. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant in an amount not-to-exceed **\$5,900 for additional surveying services for the ‘Project’**.
3. The completion date for this additional work will be not-later-than August 1, 2003.
4. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This First 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 Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CITY:**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara Norman, City Clerk

By: \_\_\_\_\_  
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**AGNOLI, BARBER AND BRUNDAGE, INC.**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_



Professional engineers, planners, surveyors & mappers

May 19, 2003

City of Naples  
Mr. Max Guerra PhD  
Stormwater Engineer  
Dept. of Development Services  
295 Riverside Circle  
Naples, Florida 34102

RE: Basin V Stormwater Improvement Plan Spot Elevation Survey  
CDM Project No. 36547  
ABB PN 8129/X001

Dear Mr. Guerra:

We are pleased to submit the following proposal for Professional Surveying Services for the above referenced project. The scope of work shall be as follows:

1. Small Red Dots:

Indicates the manholes along the drainage system where road elevations are needed, twenty-five (25) are along U.S. 41 and eight (8) along Golden Gate Parkway. ABB will obtain road-edge elevations adjacent to each respective manhole and road crown where traffic safety permits these locations to be obtained. Thirty-three (33) spot shots needed.

2. Red Stars:

Indicate the location of flooding problems that have been reported to the City of Naples, seven (7) within Basin V. ABB will obtain the finished floor elevation (FFE) and finished garage elevation (FGE) of the closest adjacent "critical" (lowest) structure, along with two (2) ground (yard) elevations at each "critical location". Twenty-eight (28) shots needed.

3. Green Triangles:

Indicate the location of flooding problems that have been observed by the City of Naples personal, four (4) within Basin V. ABB will obtain the FFE, FGE and two (2) yard elevations. Six (6) shots needed for the "critical" structure upon receiving additional details of what building structures these elevations should be obtained at, as two (2) of these locations are major roadway intersections with the adjacent structures higher than the roadway surface.

4. Orange Squares:

Indicate additional locations where critical elevations need to be determined, twenty-six (26) within Basin V. ABB will obtain FFE, FGE and two (2) critical yard elevations at each of

these locations. Additionally ABB will obtain the centerline of the road elevations adjacent to each critical structure, one hundred and thirty (130) spot elevations needed.

5. Additional Spot Elevations:

In the event that the need to obtain additional topographic data after the above 1-4 items have been submitted and used in the model we will have ninety-three (93) remaining spot elevations to answer any additional questions that may arise during analysis phase of the project.

Our fees for the above scope of services will be as follows:

	<u>Item</u>	<u>Fee</u>
1.	Small Red Dots	\$1,200.00
2.	Red Stars	\$ 800.00
3.	Green Triangles	\$ 900.00
4.	Orange Squares	\$2,400.00
5.	Additional Spot Elevations	\$ 600.00

For items 1 - 5 above our fees are estimated to be Five Thousand, Nine Hundred ~~(\$5,900.00) Dollars~~. Our actual fees shall be based on the time and materials expended in accordance with our rate schedule in effect at the time services are rendered. A copy of our current rate schedule is attached for your use.

You will be required to pay all application fees directly to the appropriate agencies and to make your attorneys' available to us (at your own expense) for advice and participation as a professional team member in matters related to the applications.

You would be expected to provide two (2) full sets of construction plans for the project.

A minimum of two (2) working days notice shall be provided before field services are required.

These fees are for providing one (1) time staking only. Any re-staking or additional work shall be based on the time and materials expended in accordance with our rate schedule in effect at the time services are rendered. A copy of our current rate schedule is attached for your use.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a reasonable time period.

You would be expected to provide all criteria and full information including but not limited to, special or extraordinary considerations for the project or special services needed, deeds, easements, boundaries, right-of-way, topographic, utility surveys, abstracts, etc. If this project contains jurisdictional wetlands, their delineation and permitting are beyond the scope of this proposal unless specifically addressed.

The above arrangements are on the basis of prompt payment of our monthly billings for services and reimbursable expenses and the orderly and continuous progress of the project. All invoicing is due and

payable upon receipt. All invoicing that is paid thirty (30) days after its due date is subject to a late charge of one and one-half percent (1 1/2%) per month.

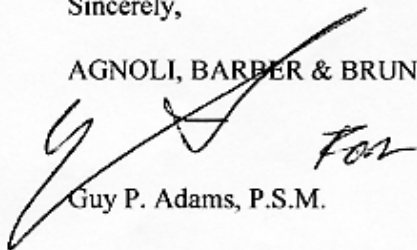
The period of this contract is 90 days after receiving the written Notice to Proceed from the owner. This contract is subject to renegotiation if the aforementioned period is exceeded.

This agreement is subject to termination by either party should the other fail to perform its obligations hereunder. In the event of any termination for cause, we will be paid for all services rendered to the date of termination, all reimbursable expenses and collection and/or legal fees. Neither the engineer, the engineer's consultants, nor their agents or employees shall be jointly, severally or individually liable to the owner in excess of the compensation to be paid pursuant to this agreement.

This proposal is valid for a period of thirty (30) days from the date shown above and represents the entire understanding between the parties in respect to the project and may only be modified in writing, signed by the parties hereto. If it satisfactorily sets forth your understanding of the agreement; we would appreciate the signature of the property owners or their authorized agent on the enclosed copy of the letter in the space provided below and returning it to us as authorization to proceed with the work.

Sincerely,

AGNOLI, BARBER & BRUNDAGE, INC.



Guy P. Adams, P.S.M.

GPA/kt

encl.

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

BY \_\_\_\_\_  
Property Owner(s) or Authorized Agent(s)



Professional engineers, planners, surveyors & designers

RATE SCHEDULE - EFFECTIVE JUNE 15, 2002

Registered Engineer/Principal	\$165.00 Hr.
Sr. Project Manager (P.E.)	\$145.00 Hr.
Sr. Registered Engineer	\$130.00 Hr.
Registered Engineer	\$110.00 Hr.
Sr. Design Engineer	\$ 95.00 Hr.
Design Engineer	\$ 85.00 Hr.
Permit Coordinator	\$ 90.00 Hr.
Planning Director	\$145.00 Hr.
Administrative Planner	\$145.00 Hr.
Certified Planner AICP	\$110.00 Hr.
CADD Planner	\$ 90.00 Hr.
Project Manager (P.L.S.)	\$130.00 Hr.
*Sr. Registered Surveyor	\$130.00 Hr.
Registered Surveyor	\$ 95.00 Hr.
Technician	\$ 53.00 Hr.
Technician I	\$ 65.00 Hr.
Technician II	\$ 70.00 Hr.
*Technician III	\$ 85.00 Hr.
Technician IV	\$ 90.00 Hr.
Technician V	\$100.00 Hr.
Two Man Survey Crew	\$105.00 Hr.
*Three Man Survey Crew	\$125.00 Hr.
Four Man Survey Crew	\$135.00 Hr.
Five Man Survey Crew	\$150.00 Hr.
GPS Crew	\$210.00 Hr.
Design Draftsman	\$ 65.00 Hr.
Courier	\$ 35.00 Hr.
Controller	\$ 90.00 Hr.
Bookkeeper	\$ 70.00 Hr.
Registered Engineer/Expert Witness	\$265.00 Hr.
Certified Planner/Expert Witness	\$265.00 Hr.
Registered Surveyor/Expert Witness	\$265.00 Hr.
Manager/Expert Witness	\$265.00 Hr.
Blueprints 24 x 36	\$ 1.50 Ea.
Blueprints 36 x 48	\$ 2.50 Ea.
Mylar Sepia 24 x 36	\$ 15.00 Ea.
Mylar Sepia 36 x 48	\$ 20.00 Ea.
Copies 8-1/2 x 11	\$ .15 Ea.
Copies 8-1/2 x 14	\$ .20 Ea.
Copies 11 x 17	\$ .50 Ea.
Color Copies 8-1/2 x 11	\$ 1.00 Ea.
Color Copies 8-1/2 x 14	\$ 1.50 Ea.
Color Copies 11 x 17	\$ 2.00 Ea.
Aerial Target 6'	\$ 7.00 Ea.
Aerial Target 12' Ground	\$ 14.00 Ea.
Aerial Target 12' Road	\$ 21.00 Ea.
Mileage	\$ .365 Mi.
4-Wheel Mileage	\$ .50 Mi.