

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 19th day of May, 2004** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Coastal Planning & Engineering, Inc.** (the “Consultant”).

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into that certain Continuing Contract for Professional Services, dated October 1, 2003 (the “Original Agreement”) for **marine engineering services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide **Federal and State Permitting Services for the Doctors Pass Maintenance Dredging**, 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 hereto and incorporated herein for the provision of **providing Federal and State Permitting Services for the Doctors Pass Maintenance Dredging, in the amount not-to-exceed \$24,892.00.**
3. 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.
4. 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 Consultant 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: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

COASTAL PLANNING & ENGINEERING, INC.

Witness

By: _____

Name: _____

Title: _____

**PHASE I
FEDERAL AND STATE PERMITTING SERVICES
DOCTORS PASS MAINTENANCE DREDGING**

SUBMITTED BY: COASTAL PLANNING & ENGINEERING, INC.

<u>FEDERAL AND STATE PERMITTING SERVICES</u>	<u>TOTAL LABOR COST</u>	<u>TOTAL DIRECT COSTS</u>	<u>TOTAL COST</u>
1. ADMINISTRATION	\$1,266	\$252	\$1,518
2. FDEP PRE-APPLICATION MEETING	\$3,204	\$710	\$3,914
3. PREPARE JOINT COASTAL PERMIT APPLICATION	\$19,046	\$414	\$19,460
a. EVALUATE & DESCRIBE EXISTING CONDITIONS	\$1,963	\$40	\$2,003
b. JUSTIFY PROJECT NEED	\$1,973	\$20	\$1,993
c. COMPILE HISTORIC DATA	\$1,150	\$10	\$1,160
d. PROJECT DESIGN & DESCRIPTION	\$2,108	\$20	\$2,128
e. COMPILE ENVIRONMENTAL CONDITION INFORMATION	\$2,206	\$100	\$2,306
f. DEVELOP PERMIT DRAWINGS	\$8,406	\$40	\$8,446
g. COORDINATE PROJECT WITH CITY	\$1,240	\$184	\$1,424
<u>TOTAL</u>	<u>\$23,516</u>	<u>\$1,376</u>	<u>\$24,892</u>