

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Agreement is made and entered into this **16th day of February, 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Humiston and Moore Engineers** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Contract to provide Design and Permitting Services dated September 29, 2004(the “Original Agreement”) 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. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in the amount **not-to-exceed \$12,500.00 for the completion of the permitting services for the docks and boat launch ramps at the proposed Pulling property park site (‘Project’)**.
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 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: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Humiston and Moore Engineers

witness

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Pulling Property Park Site

First Amendment to Professional Services Agreement dated in 2005

Application to DEP	\$2,600.
Pre-Application to Corps of Engineers	\$1,060.
RAI response (Corps and DEP) (2 from each agency)	\$5,790.
Additional Services	<u>\$3,050.</u>
 TOTAL	 \$12,500.

HUMISTON AND MORRE ENGINEERS

SCOPE OF SUMMARY SERVICES

Humiston and Moore Engineers (H&M) will prepare and file permit applications with the Department of Environmental Protection (DEP) and the U.S. Army Corps of Engineers (Corps) for the boat ramp, dock facility and dredging proposed at Pulling Landing Park. This proposal would allow for attending a meeting with the DEP and the Corps and responding to Requests for Additional Information (RAI's), if required either by DEP and the U.S. Army Corps of Engineers. This estimate includes two RAI's from each agency. Due to the uncertainties with the regulatory permitting, we have included additional services to allow for responding to additional regulatory agency comments and one additional meeting with the DEP, if deemed necessary.