

**SECOND AMENDMENT
TO THE AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to the Continuing Contract Agreement is made and entered into this **18th of May, 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Wilson Miller, 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 Agreement, for General Surveying Services, dated October 1, 2003 (the “Original Agreement”) for surveying services(Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Consultant 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 the Naples Pier Survey and the Naples City Dock Survey in an amount not-to-exceed \$22,000.00.**
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second 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 Second 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

Wilson Miller, Inc.

Witness

By: _____

Name: _____

Title: _____

SCOPE OF SERVICES

The City of Naples, Florida, Community Services Director, is seeking quotes for preparation of submerged lands surveys and legal descriptions for the Naples City Pier. The Pier survey must show the footprint of the pier and all associated overwater structures (restrooms, concession building, etc). An example of the present survey and legal description is available. The surveys must be carried out in compliance with the requirements and standards of the Division of State Lands Bureau of Survey and Mapping (survey packet available). The surveys must be referenced to NAVD (North American Vertical Datum of 1988), not NGVD (National Geodetic Vertical Datum).

Please contact David M. Lykins @213-7110 if you have any questions.

TOTAL PRICE TO PERFORM WORK DESCRIBED: \$12,000

WORK MAY BE COMPLETED WITHIN 30 DAYS AFTER RECEIPT OF ORDER.

SCOPE OF SERVICES

The City of Naples, Florida, Community Services Director, is seeking quotes for preparation of a survey describing the position of the City Dock facilities as they may have existed prior to May 1, 1951. This is to assist the City of Naples pursuant to a "Butler Act" claim with the Florida Department of Environment Protection (DEP). This will be done by researching old surveys, field note and aerial photographs of the area. Using historical imagery rectification will tie this historical data to current ground monumentation from which the position of the former location of the dock will be described. The area described will be the areas water ward of the City's existing dedication (TIIT Dedication No. 21852).

Not included in this survey are: application to DEP of any permits, expert testimony in support of this work and Mean High Water determination. Since the boundary will be defined by the City's current dedication no mean high water definition will be necessary and therefore it is not included in this scope. In the event it is determined that the dock is not in its original position and therefore there is no "Butler Act" case, the firm would be paid proportionally for the services rendered to that point.

Please contact David M. Lykins @213-7110 if you have any questions.

TOTAL PRICE TO PERFORM WORK DESCRIBED: \$10,000

WORK MAY BE COMPLETED WITHIN 30 DAYS AFTER RECEIPT OF ORDER