

**SECOND AMENDMENT  
TO AGREEMENT**

**THIS SECOND AMENDMENT** (the “Second Amendment”) to Agreement is made and entered into this 18<sup>th</sup> day of May, 2005 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Humiston and Moore Engineers** (the “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the City and the Contractor entered into that certain Agreement **to provide Professional Engineering Services** (the “Original Agreement”) **for services associated with the Construction Management Department and the Canal Dredging in West Naples Bay** (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second 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 **of \$125,200.00 for design, permitting and construction services related to canal dredging in West Naples Bay. (‘Project’)**.
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 Contractor 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

**Humiston and Moore Engineers**

\_\_\_\_\_  
witness

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

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

Title: \_\_\_\_\_



**HUMISTON  
& MOORE  
ENGINEERS**

COASTAL  
ENGINEERING DESIGN  
AND PERMITTING

5679 STRAND COURT  
NAPLES, FLORIDA 34110  
FAX: 239 594 2025  
PHONE: 239 594 2021

February 3, 2005

Sent via E-mail 2/3/05  
Original hand delivered 2/4/05

Ronald A. Wallace, P.E.  
Director of Construction Management  
295 Riverside Circle  
Naples, Florida 34102

Re: Proposal for Professional Services  
West Naples Bay Dredging Project – Phase II  
HM File No. 11-030-B

Dear Ron,

This is a follow up to our recent meetings regarding the services required from our firm for the design, permitting and construction of the amended canal maintenance dredging project in Aqualane Shores. This proposal is based on the amended project scope as detailed on the attached project description used for the mailing to the property owners for the upcoming workshop scheduled for later this month. Our amended scope of work is detailed below:

**I. Data Collection**

**A. Detailed Hydrographic Survey**

1. Conduct a hydrographic survey consisting of cross sections taken at 50-foot intervals throughout the areas of the canal system to be dredged.
2. Through a series of jet probes, grid an area based on 20-foot spacing extending over a 200-foot distance within the canal system at the two locations shown on the attached exhibit, for the purpose of mapping and estimating the amount of rock to be removed.

Subtotal for A..... \$25,400.00

**II. Design and Permitting Phase**

**B. Disposal Area Selection and Design**

3. Based on topographic data, to be provided by the City, of the temporary holding area for spoil placement, design a bermed area for mechanically excavated sediment drying prior to transport to the County landfill.
4. Obtain two core samples of the rock obstructions from each of two canal locations (four total cores).

Subtotal for B..... \$6,725.00

**C. ERP Permitting and Opinion of Costs**

- 5. Prepare the necessary Environmental Resource Permit (ERP) application, and file with the Southwest DEP Office and the Corps of Engineers. Develop initial opinion of probable construction costs upon completion of the DEP permit application. Respond to one Request for Additional Information from DEP and the Corps of Engineers. This does not include application fees, additional field work, data collection, or easement surveys which would be handled as Additional Services.

Subtotal for C..... \$29,745.00

**III. Construction Phase**

**D. Finalize Design, Permitting and Specifications**

- 6. Finalize design and prepare Technical Specifications for Bidding. H&M Engineers will use the City's standard Contract Documents and supplement the bid package with Technical Specifications and design drawings.
- 7. Update the Preliminary Opinion of Probable Costs based on final design.

Subtotal for D..... \$12,450.00

**E. Bid Phase Services**

- 8. Pre-bid conference and site visit with prospective bidders.
- 9. Preparation of addenda to bid documents and responses to prospective Bidders.
- 10. Review bids and bidders qualification and prepare a formal recommendation to the City regarding award of the construction contract.

Subtotal for E..... \$4,620.00

**F. Construction Observation, Pay Quantity Reviews, Coordination with DEP for Changed Conditions, Post Construction Survey and As-Built**

- 11. Construction observation consisting of daily site visits during construction assuming a 90-day construction period. This allows 4 hours per day including travel and documentation.
- 12. Pay quantity reviews, assume 4.
- 13. Project certifications to the State DEP and Corps of Engineers.

Subtotal for F..... \$32,985.00

Total for Basic Services A through F..... \$105,200.00

G. Additional Services for additional data collection in permitting or for acceptance at land fill, additional RAI responses from DEP and Corps of Engineers, changed field conditions with contractor and additional meetings with City staff, property owners and contractor as directed by City staff.

Subtotal for Additional Services..... \$20,000.00

Total for Basic Services and budgeting \$20,000 for Additional Services: \$125,200.00

The total costs presented above are summarized below in engineering and surveying costs:

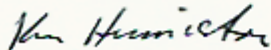
<u>Task</u>	<u>Engineering Services</u>	<u>Surveying Services</u>	<u>Total</u>
A	\$1,310.00	\$24,090.00	\$25,400.00
B	\$2,325.00	\$4,400.00	\$6,725.00
C	\$23,020.00	\$0.00	\$23,020.00
D	\$12,450.00	\$0.00	\$12,450.00
E	\$4,620.00	\$0.00	\$4,620.00
F	<u>\$32,985.00</u>	<u>\$0.00</u>	<u>\$32,985.00</u>
Subtotals:	\$76,710.00	\$28,495.00	\$105,200.00
Additional Services			<u>\$20,000.00</u>
Total:			<u>\$125,200.00</u>

We estimate that our basic services referenced above will not exceed \$105,200.00. Basic services as listed above are to be billed on a time and materials basis in accordance with the attached fee schedule dated January 1, 2004 included as part of this letter of agreement. Should services be requested which extend beyond the scope of services referenced above, upon authorization from City staff such services will be provided on a time and material basis as Additional Services in accordance with the referenced fee schedule and general conditions.

Should you have any questions regarding this proposal, please give us a call.

Sincerely yours,

**HUMISTON & MOORE ENGINEERS**



Kenneth K. Humiston, P.E.

Attachments