

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 15th day of June, 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **American Consulting Engineers of Florida, LLC** (the “Consultant”).

WITNESSETH

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

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment to provide **construction engineering services associates with replacement of the Galleon Drive Bridge**, 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 **an amount of \$45,869.00 for construction engineering services associated with replacement of the Galleon Drive Bridge. (‘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 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

**AMERICAN CONSULTING ENGINEERS
OF FLORIDA, LLC**

Witness

By: _____

Name: _____

Title: _____

The below fee assumes the following scope of services:
 Scott Korpi will attend the pre-construction meeting, will visit the site during the driving of the test pile and during the final punchlist
 Butch McDaniel will be on site for the first day for set up of MOT, one day for the test pile, 4 days of pile driving, bridge deck for a prepour review, concrete placement on the deck. He will visit the site approximately one day per week.
 Allen Peterfreund will make a site visit approximately every other week to review work completed.

Part Time

		# of site visits	Hours	Rate	Fee
Project Manager	Scott Korpi	3 visits	30	\$181.50	\$ 5,445.00
Senior Inspector	Butch McDaniel	22 visits	176	\$104.00	\$ 18,304.00
Inspector	Allen Peterfreund	11 visits	88	\$ 94.50	\$ 8,316.00
Materials Testing	Ardaman				\$ 7,000.00
Office Engineering Assistance			40	\$ 94.50	\$ 3,780.00
Shop Drawing Review			32	\$ 94.50	\$ 3,024.00
Design Technician			0	\$ 76.50	\$ -
				Total Fee	\$ 45,869.00