

**FIFTH AMENDMENT
TO AGREEMENT**

THIS FIFTH AMENDMENT (the "Fifth Amendment") to Agreement is made and entered into this 21st day of September, 2005 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Coastal Planning and Engineering, Inc.** (the "Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Continuing Contract Agreement, on **October 1, 2003, for marine engineering services** (the "Original Agreement"); and

WHEREAS, the parties desire to amend the Original Agreement by this Fifth 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 to the Contractor in an amount not- to-exceed \$125,000.00 solely during the 2004-2005 fiscal year for continuing engineering services regarding dredging in both the East Naples Bay Taxing District Waterways and Doctors Pass.**
3. The terms of this Fifth Amendment shall control and take precedence over any and all terms, provisions, and conditions of the Original Agreement, except as expressly amended and modified by this Fifth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fifth 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 Fifth 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 AND
ENGINEERING, INC.**

Witness

By: _____

Name: _____

Title: _____