

**SECOND AMENDMENT  
TO AGREEMENT**

**THIS SECOND AMENDMENT** (the “Second Amendment”) to the Continuing Contract for Professional Services 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 **American Consulting Engineers of Florida, LLC** (the “Consultant”).

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

**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 **engineering design and environmental permitting services for construction of Burning Tree Drive improvements**, 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 hereto and incorporated herein for the provision of **engineering design and environmental permitting services for construction of Burning Tree Drive improvements in an amount not-to-exceed \$87,950 as follows: \$69,678 for basic services plus optional services not-to-exceed \$18,272 (\$6,931 for Drainage Design, \$9,111 for Environmental Permitting, \$742 for Mapping, and \$1,488 for Expenses).**
3. Article Five, Compensation, shall be amended allow for the cost of this project.
4. 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. 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: \_\_\_\_\_



American Consulting Engineers of Florida, LLC

4111 Land O' Lakes Boulevard, Suite 210  
Land O' Lakes, Florida 34639  
Tel 813 996.2800 • Fax 813 996.1908  
american@ace-fla.com • www.ace-fla.com

August 24, 2005 (Revised September 12, 2005)

Mr. Vladimir Ryziv, PE  
City of Naples  
295 Riverside Circle  
Naples, FL 34102

Re: Fee Proposal for Burning Tree Design Services

Dear Ladd:

We are pleased to submit the attached fee proposal for the design services associated with design of improvements to Burning Tree Drive. This fee proposal supersedes all previous fee proposals submitted to the City for the design of improvements to Burning Tree Drive.

In summary, our services will include the widening and reconstruction of Burning Tree Drive from Goodlette-Frank Road easterly for a distance of approximately 1,250 feet.

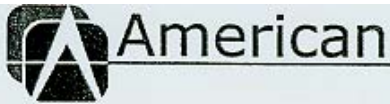
The total fee for the proposed work will be \$69,678 for basic lump sum services and consists of the following tasks. The original fee is provided for comparison purposes as requested.

	Fee
Basic Design Services	\$69,678
Optional Services	
- Drainage design	\$6,931
- Environmental permitting	\$9,111
- Mapping (legal descriptions)	\$742
- Expenses	\$1,488
Total Optional Services	\$18,272
Total Proposed Fee	\$87,950

We are available to begin work immediately and understand time is of the essence in completing this assignment. At the written direction of the City, we will begin work on the project. We anticipate completing design and permitting 6 months after receipt of NTP.

We certainly appreciate this opportunity to provide design services to the City of Naples. We also appreciate the continued cooperation from City staff in developing the scope for this work effort. Thank you for your consideration.

Sincerely,



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**CITY OF NAPLES  
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**EMPLOYEE HOURLY RATE SCHEDULE**

<u>Employee Classification</u>	<u>2003 Rate</u>	<u>2004 Rate</u>	<u>2005 Rate</u>	<u>2006 Rate</u>
Project Manager	\$165.32	\$173.59	\$182.27	\$191.38
Principal / Chief Engineer	\$156.01	\$163.81	\$172.00	\$180.60
Senior Engineer	\$120.60	\$126.63	\$132.96	\$139.61
Planner	\$144.67	\$151.91	\$159.50	\$167.48
Landscape Architect	\$82.36	\$86.48	\$90.80	\$95.34
Engineer / Engineer Intern	\$84.08	\$88.28	\$92.69	\$97.33
Senior Designer	\$92.28	\$96.90	\$101.74	\$106.83
Designer	\$62.61	\$65.74	\$69.03	\$72.48
CADD Technician	\$47.64	\$50.03	\$52.53	\$55.15
Professional Land Surveyor	\$70.34	\$73.85	\$77.55	\$81.43
Clerical	\$39.83	\$41.82	\$43.91	\$46.11

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