

**FIRST AMENDMENT TO
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) to the **Continuing Contract for Professional Services** is made and entered into this **15th day of March, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **WilsonMiller, Inc.** (the “Consultant”).

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish **General Civil Engineering Services dated 1st day of October, 2003 (Res. 03-10209)** (the “Original Agreement”) **from time-to-time on an on-going basis as needed and requested by the City** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First 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 additional services by the Consultant in the amount not-to-exceed **\$36,175.00 to provide professional services to develop a Geodatabase and ArcPad Facilities Management Application of the City’s Water and Wastewater Systems(‘Project’)**.
3. 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First 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 First 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

WilsonMiller, Inc.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

2. SCOPE OF SERVICES

- 2.1. **Review Existing Data** - Collect data from all available sources to accurately map, track and manage information. WilsonMiller will examine the existing data structures and files obtained from the City of Naples and record the fields and attributes of the existing data.
- 2.2. **Convert Existing Data to GIS Format** - Data presently existing in GIS Coverages would be migrated to the ESRI GIS geodatabase format. All data will be in the State Plane coordinate system, Florida East Zone, NAD83 datum, using USFEET linear units. All existing data must be normalized in order to be loaded into the system. The geodatabase design will be agreed upon before converting data to make sure the subtypes and coded domains are what the City is requesting and correlates to existing data.
- 2.3. **ArcPAD Application for Tablet Computers** - WilsonMiller will provide services to integrate the tablets into the existing GIS system using a workflow management technique called "ArcPAD Check Out". The current geodatabase design will support tablet application development since it has coded domains that will allow drop down menus for the tablets to make data entry easier for the field crews. This development includes setting up the tablets with ArcPAD software, creating a data check out process for data maintenance, and training of crews of use of tablets with ArcPAD (2-day ArcPAD utilities course).
 - 2.3.1. Design and Development of ArcPAD Application for Tablet Computers
 - Field work testing to insure data is best suited for field conditions
 - Create the best scenario for field crews (ease of use)
 - Incorporate data for other facilities within the system
 - 2.3.2. Procedures and Operational Manual
 - Create a step-by-step manual for field crews and Utilities GIS Analysts
 - Reference manual available for questions and concerns that have been identified in the field working testing portion of this application
 - Assign data manager tasks to check out and check in data
 - Training and technical support specific to field crews for tablet computer
 - 2.3.3. Training and Technical Support

- Continued work with Utilities GIS staff in ArcMap specific to Utilities datasets
 - Support for field crews and GIS staff using tablet computers
 - CAD to GIS Conversion Protocols
- 2.4. **ESRI ArcPAD Software** – City of Naples will need five licenses of ArcPAD to run their GIS data maintenance in the field. (Quote for software included in FEES section)
- 2.5. **Additional Services** – WilsonMiller is available to provide additional GIS training for the tablet computers as needed. This may include any other miscellaneous GIS training services not covered in the scope of services. Also, the field crews expressed interest in integrating their forms for daily maintenance records. Such services can be provided on an as-needed basis.

Deliverables

Two Personal Geodatabases in ArcGIS 9.x format – one for the water system and one for the wastewater system

ArcPAD application for valve maintenance and emergency response locate information

Five (5) ESRI ArcPAD Licenses

CLARIFICATIONS AND ASSUMPTIONS

- 3.1. It is assumed that the Client has the necessary hardware, software, networking, and supporting computer infrastructure necessary to run the GIS software and associated database and is responsible for configuring all required computer hardware, software and supporting computer infrastructure.
- 3.2. Client will purchase Motion Computing Tablet Computers for ArcPAD application.
- 3.3. It is assumed that the Client will agree to all disclaimer agreements associated with the project. These agreements do not include any additional cost they simply protect WilsonMiller from liability and the Client from using the data beyond its intended use.
- 3.4. The Client will assign a Project Manager to work with WilsonMiller for the duration of the project.

- 3.5. The Client Project Manager will review and approve or reject all deliverables within five (5) business days from receipt. Approval will be assumed if notification of rejection is not received at the end of five (5) business days.

4. **FEES**

Based on the work effort involved in previous GIS development for utilities consulting, the estimated time and fee to complete these tasks is 4 months and \$36,175. The estimated cost is broken down by task as follows:

TASK	Time to Completion	Estimated Fee (TME)
2.1 Review Existing Data	2 weeks – GS4	\$ 8,800.00
2.2 Convert Existing Data to GIS	4 weeks – GS2	\$12,800.00
2.3 ArcPAD Application	6 weeks – GS2	\$12,800.00
2.4 ESRI ArcPAD Software (Five Licenses)		\$ 1,775.00 (Fixed)
2.5 Additional Services	TBD	TBD
TOTAL		\$ 36,175.00

All work will be performed in accordance with the WilsonMiller Inc.'s Business Terms and Conditions and Rate Code Schedule.

AN AMOUNT NOT-TO-EXCEED \$36,175.00