

**THIRD AMENDMENT
TO THE AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to the Continuing Contract Agreement is made and entered into this **6th day of September, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Wilson Miller, Inc.** (the “Consultant”).

W I T N E S S E T H

WHEREAS, the City and the Consultant entered into that **certain Continuing Contract Agreement, for General Surveying Services, dated October 1, 2003, Resolution 03-10206** (the “Original Agreement”) for surveying services(‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Third Amendment so that the Consultant will provide additional services, **for surveying consulting services relating to the legal description of the City limits**, 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 **surveying consulting services relating to the legal description of the City limits, in an amount not-to-exceed \$30,000.00 and shall be performed and completed by March 31, 2007.**
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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: _____

August 9, 2006

WilsonMiller

WE'VE BEEN THERE SINCE 1956

The Next **50** Years

Ron Wallace P.E.
City of Naples
295 Riverside Circle
Naples, FL 34102

RE: Scope and Fee for surveying consulting services for city limits description

Dear Ron:

WilsonMiller, Inc. appreciates the opportunity to provide the following scope and fees for surveying services to assist you in studying and mitigating flooding situations.

SCOPE OF SERVICES

WilsonMiller will provide consulting services to the City of Naples to assist with clarifying the description of the Naples City Limits. These services will include reviewing the existing description for confusing or ambiguous language as well as areas of unclear intent. Suggested language will be provided for the portions of the description that contain confusing or ambiguous language. Portions of the original description that may express indeterminate intent will be brought to the city's attention so that interpretation of the intent can be provided by the city.

Services included will include:

1. Review of the existing description.
2. Field investigation as may be necessary to determine original intent.
3. Attend meetings as may be necessary with city or county staff.
4. Provide suggested language changes to the city.

Deliverables will be limited suggested changes to the city's description of the City Limits in the form of a word file of the existing description with suggested insertions included.

Items not included:

Signed and sealed Sketch and Description of City Limits
Boundary Survey


Services will be performed on a time and materials basis based upon our standard hourly rates.

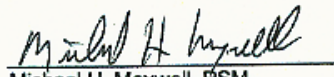
Estimated Fee: \$30,000

This proposal is based on the understanding WilsonMiller has regarding this project. We will begin work upon receipt upon formal notice to proceed. If you have any questions or comments, please do not hesitate to contact me at 649-4040, ext. 7062.

Sincerely,

WILSONMILLER, INC.


David J. Hyatt, P.S.M.
Project Manager


Michael H. Maxwell, PSM
Survey Manager

Offices strategically located to serve our clients 800.649.4336

Naples/Corporate Office 3200 Bailey Lane, Suite 200 • Naples, Florida 34105 • 239.649.4040 • Fax 239.643.5716

wilsonmiller.com

8/9/2006-174894 Ver: 015-DHYATT
DMS
00004-00N-SRV--0

WilsonMiller, Inc. — FL Lic. # LC-C000170