

**SECOND AMENDMENT  
TO AGREEMENT**

**THIS SECOND AMENDMENT** (the “Second Amendment”) to the Agreement is made and entered into this **15<sup>th</sup> day of August, 2007** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Humiston and Moore Engineers** (the “Contractor”).

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

**WHEREAS**, the City and the Contractor entered into that certain Contract to provide Design and Permitting Services dated September 29, 2004(the “Original Agreement”) and

**WHEREAS**, the parties desire to amend the Original Agreement by this Second 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 by the Contractor in the amount **not-to-exceed \$24,000.00 for additional services for the proposed Pulling property park site (‘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 Contractor 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

**Humiston and Moore Engineers**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**HUMISTON  
& MOORE  
ENGINEERS**

COASTAL  
ENGINEERING DESIGN  
AND PERMITTING

5679 STRAND COURT  
NAPLES, FLORIDA 34110  
FAX: 239 594 2025  
PHONE: 239 594 2021

June 25, 2007

Sent via Facsimile  
213-5010

Ronald A. Wallace, P.E.  
Director of Construction Management  
295 Riverside Circle  
Naples, Florida 34102

Re: Proposal for Professional Services – Additional Services  
Permitting of Boat Ramp at Pulling Landing Park  
HM File No. 14-054

Dear Ron,

This is a follow up to our meeting on the status of the permits and our services provided to date. As you are aware, we have been pursuing regulatory permits with the Department of Environmental Protection and the Corps of Engineers for the boat ramp, docks and dredging at the Pulling Landing Park on behalf of the City of Naples. The purpose of this letter is to request a change order in the amounts detailed below:

We have been providing services including permit coordination with the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service, and the National Marine Fisheries Service. We have assisted in additional field work at the site and have satisfied concerns expressed by each of the agencies listed above. We have received the U.S. Army Corps of Engineers Permit and are awaiting the DEP permit.

The last item to complete the DEP file is the stormwater design being handled by Johnson Engineering. We are currently in the process of preparing construction details and will be able to complete the design upon receipt of the details from Johnson Engineering and the DEP permit. Additionally, we have been providing assistance to the City staff regarding the legal challenges for the site. The incurred and estimated costs for the additional services discussed herein are summarized below:

Additional Permitting Costs:	\$16,500
Assistance to City staff on Legal Issues	<u>\$7,500</u>
Total:	\$24,000

Upon receipt of an approved change order, we will file an invoice with detailed backup showing our services on a time and materials basis in accordance with our fee schedule current at the time of billing.

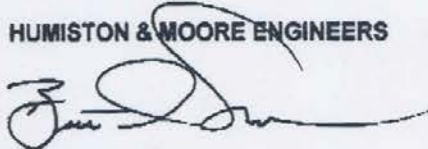
We will continue to provide engineering services on an as needed basis. Our services do not currently include construction observation which may be negotiated separately depending upon how the City wants to handle the work.

Engineering Services as referenced above will be billed monthly on a time and materials basis in accordance with the Professional Services Agreement dated September 15, 2004. We estimate that these additional services will not exceed \$24,000.00. Should there be a request for additional services beyond the scope listed above we will contact you in advance for written approval and provide you with an estimate of the cost of additional services prior to proceeding further.

Should you find this request a change order for Additional Services acceptable, please indicate so by signing below and returning one copy to our office. Should you have any questions regarding this letter of agreement, please give me a call.

Sincerely yours,

**HUMISTON & MOORE ENGINEERS**



Brett D. Moore, P.E.

Attachments

Accepted By:

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date