

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into this **7th day of April, 2004** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Johnson Engineering, Inc.** (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Continuing Contract for Professional Services, **dated October 1, 2003** (the “Original Agreement”) for **general surveying services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide for a **topographic survey of Sandpiper Street**, 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 **a topographic survey of Sandpiper Street, in an amount not-to-exceed \$12,400.00.**
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

JOHNSON ENGINEERING, INC.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

City of Naples



INVITATION TO QUOTE

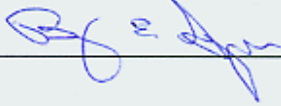
CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE	TITLE	NUMBER:	CLOSING DATE & TIME
2/5/04	Topographic Survey of Sandpiper Street	014-Q04	2:00PM 3/1/04
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Johnson Engineering, Inc.	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE
MAILING ADDRESS 2350 Stanford Court	
CITY-STATE-ZIP Naples, Florida 34112	
PH: (239) 434-0333	EMAIL: bes@johnsoneng.com
FX: (239) 434-9320	WEB ADDRESS: www.johnsoneng.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time of City tenders final payment to the bidder.

AUTHORIZED SIGNATURE 	DATE	PRINTED NAME/TITLE Barry E. Syren, Surveying Manager
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1	Addendum #2	Addendum #3
		Addendum #4

FEES

Fees Not-To-Exceed \$ 12,400.00

Estimated man hours 136

Project can be completed 20 days after receipt of order.
