

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into this **16th day of June, 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 **civil engineering services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide **design and bid documents for the Lowdermilk Park entrance and parking lot renovations**, 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 **to provide design and bid documents for the Lowdermilk Park entrance and parking lot renovations in an amount not to exceed \$17,820.00.**
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

Civil Engineering
 City of Naples #019-004
Lowdermilk Park Parking Lot Storm Water Management
 Prepared by Johnson Engineering, Inc.

Task	Description	Principal Engineer @ \$150/Hour		Engineer V @ \$110/Hour		Engineer I @ \$70/Hour		Designer III @ \$90/Hour		Designer II @ \$70/Hour		Technician I @ \$40/Hour		Materials	Sub-Consultant Services
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
1.1	Redesign Parking Lot	1	\$150	2	\$220	8	\$560	16	\$1,440	16	\$1,120	1	\$40		
1.2	Redesign Entry Road	2	\$300	2	\$220	8	\$560	16	\$1,440	16	\$1,120	1	\$40		
1.3	Construction Plans & Documents	4	\$600	4	\$440	16	\$1,120	24	\$2,160	24	\$1,680	4	\$160		
1.4	Drainage Calculations	2	\$300	2	\$220	12	\$840	4	\$360	4	\$280	4	\$160		
1.5	CAD Drawings	1	\$150	2	\$220	8	\$560	8	\$720	8	\$560	2	\$80		
Totals		10	\$1,500	12	\$1,320	52	\$3,640	68	\$6,120	68	\$4,760	12	\$480		
	Total Hours	222													
	Total Fee	\$17,820													