

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Professional Services Agreement is made and entered into this **17^{5th} day of August 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Johnson Engineering, 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 **Professional drainage design services** dated **June 4th, 2003** (the “Original Agreement”) for services associated with **the project at the East end of Fleischmann Park** (‘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 \$85,920.33 for additional design services, contract administration and to extend the contract completion date to September 30, 2006.** (‘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

Johnson Engineering, Inc.

witness

By: _____

Name: _____

Title: _____

Amendment to agreement

FLEISCHMANN PARK – EAST

Initial East half of Park Agreement:

Task 1 and 2 for design report, value analysis and preliminary design were right at budget. The final design and construction and engineering inspection services were overrun due to the incorporation of the west side into the overall plans and specifications. This also required that the project be modified after design had been completed once in order to address City Council's change in direction with regards to the desired improvements at the park. Because this task was completed and had to be modified at the request of City staff, the budget for the final design doubled in order to accommodate the change in scope and the addition of the western parcel, separate from what is noted above. This resulted in a \$20,600.33 overrun. (See Invoice #12, Project #20033989, Tasks 01, 02, 03, 04, 05.)

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M)
Survey Services	2000-7500	T&M
CEI Services 270 Days @ 54.00/hr	14,580	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	\$	T&M

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M; NTE)
	\$	
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	\$	

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M; NTE)
	\$	
	1,000.00	
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$	

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES	65,320	
	\$	

TOTAL AMOUNT NOT-TO-EXCEED: \$85,920.33