

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Professional Services Agreement is made and entered into this **17th day of August 2005** 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 Agreement to furnish **to provide surveying; site planning; construction plans and documents; and contract administration** services dated **June 19th, 2002** (the “Original Agreement”) **for improvements at 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 \$19,071.75 for additional design services and to extend the contract completion date to October 1, 2005.** (‘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 – WEST

Initial West half of Park Agreement:

In the contract for the west half of the project any design, surveying or other permitting work associated with the east side of the project was deferred, as this was initially going to be constructed with in-house design and no permitting required. As you know, the survey task was expanded to include the entire east side with detailed location, elevation and other survey services. This included developing regional drainage maps for the entire park and the location of above-ground and underground utilities, drainage and other improvements. The additional fee spent on surveying alone in this area was \$10,126.00 (See Invoice #12, Project #20023360, Task 01.)

We have also redesigned the west half of the project several times to accommodate changes in the City's goals and objectives as provided by City Council and City Parks and Recreation staff. We understand that these were beyond City staff's control, but did result in additional work and reconfiguration of the design in order to meet the revised goals and objectives of the City Council. This is reflected throughout the final construction documents and drawings for the project. This resulted in a cost overrun of \$8,945.75 (See Invoice #12, Project #20023360, Tasks 02, 03, 04.)

TOTAL AMOUNT NOT-TO-EXCEED:

\$19,071.75