

**SECOND AMENDMENT TO THE CONTINUING
CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to the Continuing Contract for Professional Services Agreement is made and entered into this **8th day of February, 2006** 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 **Continuing Contract Agreement to furnish Professional Civil Engineering Services dated October 1st , 2003 (Resolution 03-10209)** (the “Original Agreement”) **to the City of Naples for an on-going basis as needed and requested for general civil engineering services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment to provide **design, permit and bid services for the construction of two sewer force mains within the City’s sewer service area**, 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 Consultant in **an amount not-to-exceed \$41,149.20, for design, permit and bid services for the construction of two sewer force mains within the City’s sewer service area (‘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 Consultant 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 A. 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

SCOPE OF SERVICES**PROFESSIONAL SERVICES OF THE CONSULTANT:****A. Forcemain Relocation (Design and Permitting)**

1. CONSULTANT will prepare plans (including plans and profile sheets) to replace approximately 1151 ft of 6" forcemain and approximately 2644 ft. of 4" with a new 6" forcemain (3795 ft), from pump station #40 on Gordon Drive to manhole #038505 also located on Gordon Drive. This also includes the preparation, submission and processing to the Department of Environmental Protection.
2. CONSULTANT will prepare plans (including plans and profile sheets) for 4889 ft. of proposed new 6" forcemain. Located from 12th Avenue South along Gulfshore Drive along 4th Avenue South to manhole #034506. This also includes the preparation, submission and processing to the Department of Environmental Protection.

TASK A1	80 tech man hours @ \$60.00	\$4,800.00
	33 project engineer hours @ \$130.00	\$4,290.00
TASK A2	106 tech man hours @ \$60.00	\$6,360.00
	45 project engineer hours @ \$130.00	\$5,850.00

B. Survey Services

CONSULTANT will collect TOPO data to supplement the design from right-of-way to right-of-way along the length of the forcemain layout in Task A1 and A2.

TASK A1	68 man hours @ \$120.00	\$8,160.00
TASK A2	78 man hours @ \$120.00	\$9,360.00

These task amounts include up to two meetings with Client and one with the permitting staff.

C. Contested Issues

Contested Issues work will be the additional meetings, correspondence, research or presentations required due to project opposition or development of controversial issues that were not foreseen by the CONSULTANT or OWNER. These services will be discussed and agreed to by both parties in writing as to scope and fee before any work is done on this Task. The budget for this Task is set at zero.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M; NTE)
Forcemain Relocation Design and Permitting	\$21,300.00	T&M
Survey Services	\$17,520.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	\$38,820.00	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)
Printing, photocopies, etc.	\$2,329.20	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$2,329.20	T&M

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES	\$41,149.20	T&M
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AN AMOUNT NOT-TO-EXCEED \$41,149.20

CONSULTANT'S HOURLY RATE SCHEDULE

Effective July 5, 2005

PROFESSIONAL SERVICES

Principal	\$ 170.00	Per Hour	Principal Landscape Architect	\$ 150.00	Per Hour
Engineer VIII	\$ 150.00	Per Hour	Managing Landscape Architect	\$ 130.00	Per Hour
Engineer VII	\$ 140.00	Per Hour	Senior Landscape Architect	\$ 120.00	Per Hour
Engineer VI	\$ 130.00	Per Hour	Landscape Architect	\$ 110.00	Per Hour
Engineer V	\$ 120.00	Per Hour	Senior Landscape Designer	\$ 90.00	Per Hour
Engineer IV	\$ 110.00	Per Hour	Project Landscape Designer	\$ 80.00	Per Hour
Engineer Intern III	\$ 100.00	Per Hour	Landscape Designer	\$ 68.00	Per Hour
Engineer Intern II	\$ 90.00	Per Hour			
Engineer Intern I	\$ 80.00	Per Hour	Principal Ecologist	\$ 150.00	Per Hour
			Ecologist III	\$ 110.00	Per Hour
Project Director	\$ 130.00	Per Hour	Ecologist II	\$ 100.00	Per Hour
Senior Designer	\$ 120.00	Per Hour	Ecologist I	\$ 88.00	Per Hour
Designer III	\$ 100.00	Per Hour			
Designer II	\$ 80.00	Per Hour	Expert Witness	\$ 220.00	Per Hour
Designer I	\$ 70.00	Per Hour			
			Surveyor and Mapper V	\$ 170.00	Per Hour
Technician IV	\$ 88.00	Per Hour	Surveyor and Mapper IV	\$ 130.00	Per Hour
Technician III	\$ 68.00	Per Hour	Surveyor and Mapper III	\$ 110.00	Per Hour
Technician II	\$ 58.00	Per Hour	Surveyor and Mapper II	\$ 100.00	Per Hour
Technician I	\$ 48.00	Per Hour	Surveyor and Mapper I	\$ 90.00	Per Hour
Hydrogeologist IV	\$ 120.00	Per Hour	Two Man Field Party	\$ 120.00	Per Hour
Hydrogeologist III	\$ 110.00	Per Hour	Three Man Field Party	\$ 140.00	Per Hour
Hydrogeologist II	\$ 88.00	Per Hour	Four Man Field Party	\$ 150.00	Per Hour
Hydrogeologist I	\$ 78.00	Per Hour	GPS Mapping Grade: One Man Party	\$ 80.00	Per Hour
			GPS Mapping Grade: Two Man Party	\$ 120.00	Per Hour
Environmental Scientist IV	\$ 88.00	Per Hour	GPS Mapping Grade: Three Man Party	\$ 150.00	Per Hour
Environmental Scientist III	\$ 68.00	Per Hour	GPS Surveying Grade: One or Two Man Party	\$ 150.00	Per Hour
Environmental Scientist II	\$ 58.00	Per Hour	GPS Surveying Grade: Three Man Party	\$ 160.00	Per Hour
Environmental Scientist I	\$ 48.00	Per Hour	Three Man Vac-Tron Crew (4 hour minimum)	\$ 220.00	Per Hour
Principal Planner II	\$ 150.00	Per Hour	Geographic Information Systems Consultant	\$ 150.00	Per Hour
Principal Planner I	\$ 130.00	Per Hour			
Senior Planner	\$ 120.00	Per Hour			
Environmental Planner	\$ 95.00	Per Hour			
Planner III	\$ 95.00	Per Hour			
Planner II	\$ 85.00	Per Hour			
Planner I	\$ 75.00	Per Hour			
Planning Technician II	\$ 70.00	Per Hour			
Planning Technician I	\$ 60.00	Per Hour			

CONSTRUCTION OBSERVATION SERVICES

Senior Project Engineer	\$ 150.00	Per Hour
Construction Observation Services Manager	\$ 130.00	Per Hour
Project Engineer	\$ 110.00	Per Hour
Office Engineer	\$ 98.00	Per Hour
Senior Construction Observer	\$ 78.00	Per Hour
Construction Observer III	\$ 68.00	Per Hour
Construction Observer II	\$ 58.00	Per Hour
Construction Observer I	\$ 48.00	Per Hour
Resident Compliance Officer (RSO)	\$ 58.00	Per Hour

REIMBURSABLE EXPENSES

Materials	Cost + 10%
Sub-Consultant Services	Cost + 10%