

**THIRD AMENDMENT
TO CONTINUING CONTRACT AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to Continuing Contract Agreement is made and entered into this 5th day of April, 2006 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 Professional Engineering Services **dated 1st day of October, 2003 (Resolution 03-10209)**(the “Original Agreement”) **to provide civil engineering services on an as-needed basis**(‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Third 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 an amount not-to-exceed **\$86,988.00 to provide professional engineering services to develop a Master Sewer Plan for the City’s Unsewered Areas**(‘Project’).
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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
MASTER SEWER PLAN FOR THE CITY'S UNSEWERED SERVICE AREAS

INTRODUCTION

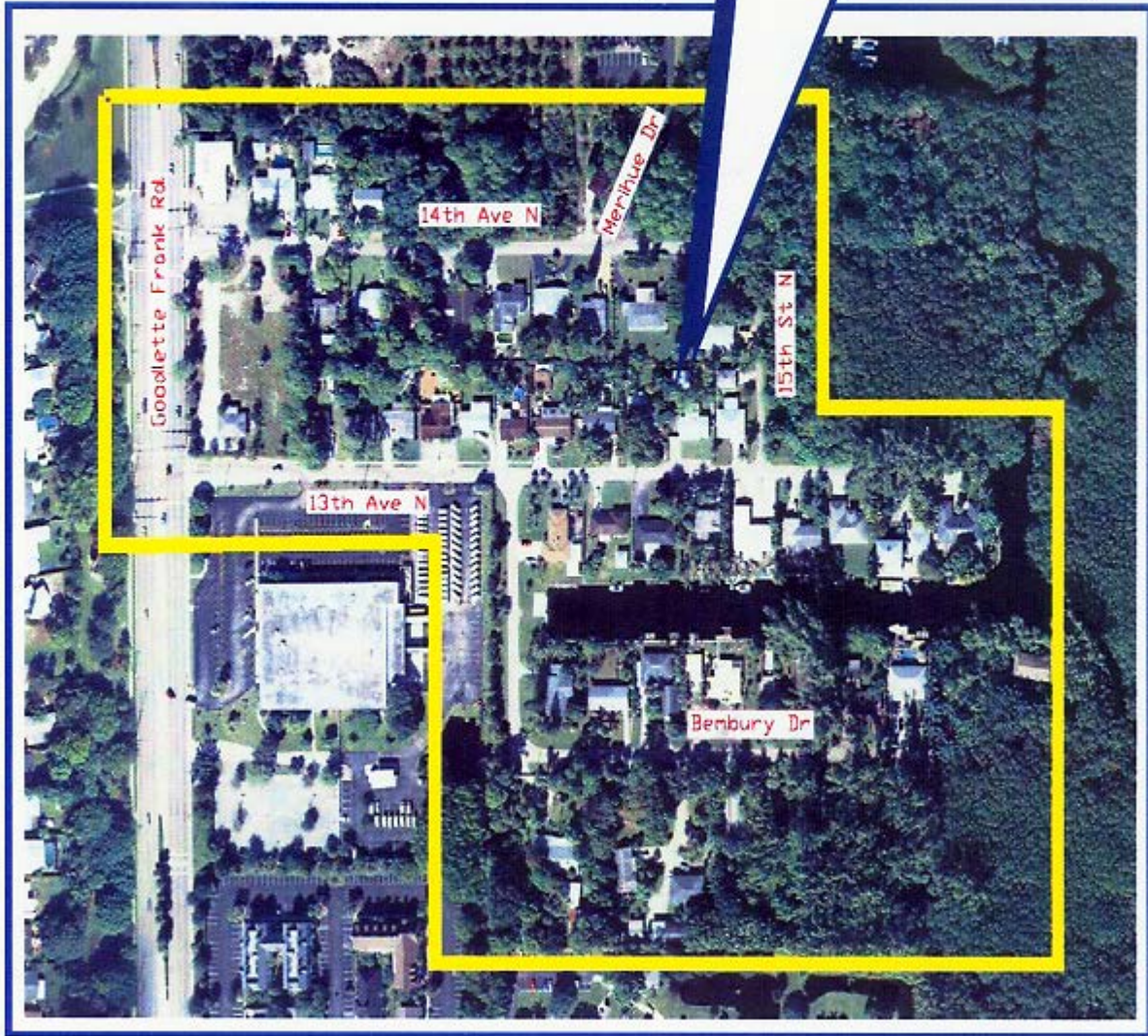
The CITY OF NAPLES, Public Works Department desires to provide for the development of a Master Sewer Plan for two portions of the City's unsewered service area. The areas include the following:



Area 1: Between Goodlette-Frank Road and U.S. 41, North of Ridge Street and South of Pine Ridge Road consisting of approximately 500 acres and 1,300 lots.

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Area 2: Consisting of approximately 50 acres.



CITY OF NAPLES
MASTER SEWER PLAN FOR THE CITY'S UNSEWERED SERVICE AREAS

Johnson Engineering, Inc. will provide engineering services to the City of Naples for development of a Sewer Master Plan for the areas previously mentioned. The following tasks will be performed:

SCOPE OF WORK

1.0 Data Collection and Evaluation of Existing Facilities

- 1.1 Organize and conduct a kick-off meeting with the City of Naples' staff and Johnson Engineering, Inc.'s staff to coordinate data and records collection.
- 1.2 Obtain and review available operational records, customer base, in-house mapping (both hard copy and digital files) and record drawings for existing wastewater facilities.
- 1.3 Coordinate with City of Naples' staff to perform pump-down test on existing lift stations within the area to determine each station's performance.
- 1.4 With the assistance of City of Naples' personnel, install pressure transducers on existing force main system to collect head conditions over an extended period of time.

2.0 Site Plan and Hydraulic Modeling

- 2.1 Develop a hydraulic model to determine the hydraulic loading on the existing gravity collection system and wastewater treatment plant. This model will provide estimated flows by street or section.
- 2.2 Develop a hydraulic model of the City of Naples existing and proposed force main system within this area.
- 2.3 Develop the data and files necessary to run a hydraulic model. The selected modeling program is Water CAD®. Water CAD® is a modeling and management software program developed by Haestad Methods.
- 2.4 Calibrate the hydraulic model using information obtained in Task 1.4. Compare model results to field collected data. Adjust data representing the system until model-predicted performance reasonably agrees with measured system performance over a wide range of operating conditions. Model results will be overlaid on parcel maps or roadway maps.

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- 2.5 Determine preliminary sizing of proposed lift stations and force mains based on model results.
- 2.6 Identify any upgrades necessary to existing pump stations or existing gravity system as a result of loads from the new system.
- 2.7 Prepare a preliminary layout of the existing and proposed system overlaid on the most current Collier County aerial.
- 2.8 Organize and conduct a meeting with City of Naples' personnel to review the preliminary layout. Revise layout as required to reflect comments.
- 2.9 Prepare the Final Master Plan Layout that will provide planning level details of the gravity sewer, manholes, pump stations and force main. This will include length and size of pipes, number and size of manholes, pump station design criteria and identifying any necessary easements.
- 2.10 Provide opinion of probable construction cost for each street, section of street, or service area, as appropriate. Cost will include all necessary improvements along each road and any offsite improvements necessary to provide service. Opinion of probable cost will be prepared in Microsoft Excel spreadsheet format.
- 2.11 Organize and conduct a meeting with City of Naples' personnel to review final draft of the Master Plan.

Note: The above scope does not include evaluating existing plants or recommending upgrades to plants as a result of flows produced by these areas.

3.0 Deliverables

- 3.1 Master Plan of the wastewater collection and transmission system for Areas 1 and 2.
- 3.2 Opinion of probable cost prepared in Microsoft Excel spreadsheet format.
- 3.3 Johnson Engineering, Inc. will also provide the City of Naples with a copy of the force main hydraulic model¹ on CD for its use.

¹ A licensed copy of the modeling program software, Water CAD®, is excluded from this Scope of Services. If requested, Johnson Engineering, Inc. will assist the City of Naples with direct purchase of this program from Haestad Methods.

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COMPENSATION

Johnson Engineering, Inc. shall be compensated as follows.

PHASE	FEE	TYPE
1.0 Data Collection & Evaluation of Existing Facilities	\$21,408.00	T&M
2.0 Site Plan and Hydraulic Modeling	\$65,580.00	T&M
TOTAL	\$86,988.00	T&M

**CITY OF NAPLES
MASTER SEWER PLAN
OF THE CITY'S UNSEWERED SERVICE AREAS**

TASK (HOURLY RATES)	ENGINEER										TECHNICIAN					Out of Pocket	TOTAL
	Principal \$179	VIII \$152	VII \$140	VI \$130	V \$120	IV \$110	III \$100	II \$90	I \$80	Des III \$100	Des II \$90	Des I \$70	Tech IV \$98	Tech II \$58	Tech I \$48		
I. Data Collection and Evaluation of Existing Facilities																	
1.1 Attend kick off meeting			4				16						16				\$3,568
1.2 Obtain and review all available records			4				24										\$3,600
1.3 Perform Pump-Down Tests on existing lift stations			8				40										\$7,680
1.4 Install pressure transducers and collect data							40										\$6,560
II. Site Plan and Hydraulic Modeling																	
2.1 Determine hydraulic loading on system and plant	2		8				40										\$6,740
2.2 Hydraulic model of existing/proposed FM system			8				64										\$8,800
2.3 Develop data and files for Water CAD							16										\$2,880
2.4 Calibrate hydraulic model			4				24										\$3,600
2.5 Determine preliminary sizing of LS and FM			8				32										\$5,600
2.6 Identify upgrades to existing pump stations/system			8				24										\$4,160
2.7 Prepare preliminary layout of system	2		8				40					50			20		\$12,980
2.8 Meeting with COM to review preliminary layout			4				16										\$2,480
2.9 Prepare Final Master Plan Layout	2		4				16					40			20		\$7,520
2.10 Prepare OPC for each street			16				40										\$6,240
2.11 Meeting COM to review final draft of Master Plan			4				16										\$2,480
REIMBURSABLE EXPENSES																	
Miscellaneous																	\$2,000
TOTALS	6		68				448					116			40		\$86,998
																	\$0
																	\$86,998