

**FOURTH AMENDMENT  
TO CONTINUING CONTRACT AGREEMENT**

**THIS FOURTH AMENDMENT** (the “Fourth Amendment”) to Continuing Contract Agreement is made and entered into this **21<sup>st</sup> day of February, 2007** 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 Engineering Services **dated 1<sup>st</sup> 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 Fourth 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 \$32,670.00 to provide professional engineering services for the design, permitting, bid services and construction management for the construction of a replacement water main on West Lake Boulevard**(‘Project’).
3. The terms of this Fourth 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 Fourth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fourth 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 Fourth 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

**DETAILED MANHOURLY ESTIMATE  
CITY OF NAPLES - WESTLAKE BLVD. WATER MAIN UPGRADE**

TASK (HOURLY RATE)	ENGINEER			SURVEYOR			ECOLOGIST			TECHNICIAN & CONST. OBE				3-Man	3-Man	Out of Pocket	TOTAL
	VI	V	IV	III	II	I	IV	III	II	I	Des. I	Des. II	Tech. I	Tech. II	Tech. I		
	\$180	\$185	\$235	\$255	\$115	\$125	\$195	\$125	\$115	\$115	\$115	\$85	\$100	\$65	\$55	\$190	\$ET
<b>I. Surveying Services</b>																	
1.1 Locate with GPS exist. monuments, reference, etc.							4									8	\$1,880
1.2 Establish bench run, set benchmark every 500 ft							3									8	\$1,720
1.3 Locate all substantial above ground improvements.							2									16	\$2,560
1.5 Provide AutoCAD base map							2						24				\$1,800
<b>II. Design Services</b>																	
2.1 Attend kick off meeting with Owner.	2																\$1,350
2.2 Prepare plan depicting alignment for water main.	2												24				\$2,800
2.3 Prepare preliminary estimates of costs.	2																\$1,000
2.4 Attend project review meeting with Owner.	2																\$1,000
2.5 Prepare final alignments for 80% and drawings.	2												40				\$3,640
<b>III. Permitting Assistance</b>																	
Assist Owner with FDOT Permit.																	\$2,870
<b>IV. Services During Construction</b>																	
4.1 Visits to Site and Observation of Construction.																	\$3,400
4.2 Shop Drawings.																	\$400
4.3 Inspections and Tests.																	\$2,480
<b>V. Assistance with Project Close-Out Services</b>																	
5.1 Contractor's Completion Documents.																	\$680
5.2 Record Drawings.																	\$1,720
5.3 Final Notice of Acceptability of the Work.																	\$1,320
<b>REIMBURSABLE EXPENSES</b>																	
Miscellaneous																	\$1,500
<b>TOTALS</b>	22	-	-	-	82	-	0	-	-	-	-	-	152	34	-	32	\$32,670
																	\$0
																	\$32,670

**IN AN AMOUNT NOT-TO-EXCEED \$32,670.00**