

**EIGHTH AMENDMENT
TO CONTINUING CONTRACT AGREEMENT**

THIS EIGHTH AMENDMENT (the “Eighth Amendment”) to Continuing Contract Agreement is made and entered into this **15th day of August, 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 the 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 Eighth 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 \$89,575.00 to provide project management and construction inspection services associated with City Stormwater Capital Improvement (‘Project’)**.
3. The terms of this Eighth 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 Eighth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Eighth 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 Eighth 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



July 16, 2007

Mr. Gregg R. Strakaluse, P.E.
Engineering Manager
City of Naples
380 Riverside Circle
Naples, FL 34102

Re: Project Management and Environmental Services Proposal

Dear Gregg:

This letter is submitted to provide an outline of our proposed Consulting Services for assisting with implementation of the Public Works Capital Improvement Projects. It is our understanding that the City of Naples is requesting this proposal to assist Staff with the general planning, environmental permitting, contract document preparation and coordination with City Purchasing Department to finalize the construction documents for the assigned Capital Improvement Program.

**PROJECT MANAGEMENT AND ENVIRONMENTAL SERVICES FOR
ASSISTING WITH IMPLEMENTATION OF PUBLIC WORKS CAPITAL
IMPROVEMENT PROJECTS**

Johnson Engineering, Inc. (CONSULTANT) will provide Project Management and Environmental Permitting Services to the City of Naples (OWNER) as directed by City Staff to assist implementing the planned Capital Improvement Program. The scope of work may include all or part of the following services:

1. Planning Services to assist City Staff with contract scheduling, budgeting, permitting issues and public information.
2. Assist Owner with State and Federal Environmental Resource Permitting including permit application preparation and responding to RAI's on a time and material basis.
3. Development of Construction Contract Documents and assisting OWNER in the bidding and selection process. Discuss with OWNER potential alternative means and methods for project value engineering.
4. Assist OWNER with time estimates for construction duration of individual phases or entire projects.
5. Provide CADD services for revising and/or updating project CADD Drawings.
6. Coordinate with and assist City Purchasing Staff in finalizing Construction Documents, bid advertisement and selection committee information.
7. Provide Construction Engineering and Inspection Services for portions of Basin III Drainage Improvements as directed by City Staff.

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The following is an estimate (T&M) man-hour allocation:

Professional Services	Fee Rate \$/hr	MHours	Cost
Principal	\$190.00	20	\$3800.00
Project Manager	\$150.00	160	\$24000.00
Engineer VI	\$150.00	50	\$7500.00
Senior Planner	\$135.00	20	\$2700.00
Ecologist III	\$125.00	50	\$6250.00
Senior CEI Inspector	\$170.00	40	\$6800.00
Construction Observer	\$90.00	150	\$13500.00
Engineer Intern II	\$105.00	145	\$15225.00
CAD Designer III	\$115.00	40	\$4600.00
Technician II	\$65.00	80	\$5200.00
Estimated T&M Fee			\$89575.00

We believe that the above scope of services are consistent with and cover the extent of your requested services from Johnson Engineering, Inc.

We appreciate this opportunity and look forward to working with you on this project. Upon authorization, a contract for the above described work can be provided for signature. If you have any comments or questions on this proposal or the outline of the scope and services noted therein, please contact me.

Sincerely,

JOHNSON ENGINEERING, INC.



Alan S. El-Urfali, P.E.
Project Director

cc. Chris Hagan, P.E.

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