

**TENTH AMENDMENT
TO CONTINUING CONTRACT AGREEMENT**

THIS TENTH AMENDMENT (the “Tenth Amendment”) to Continuing Contract Agreement is made and entered into this **2nd day of April, 2008** 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 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 Tenth 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 \$89,331.50 to provide Project Management and Construction Inspection Services Associated with City Stormwater Projects** (‘Project’).
3. The terms of this Tenth 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 Tenth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Tenth 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 Tenth 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: _____
A. William Moss, 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

March 6, 2008

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

Re: Proposal for Engineering Design, Project Management and Construction Inspection Services

Dear Gregg:

This letter is submitted to provide an outline of our Consulting Services for Basin III construction activities. It is our understanding that the City of Naples is requesting this proposal to assist Staff with construction observation and inspection services including value engineering and project management.

Scope of Services:

Johnson Engineering, Inc. (CONSULTANT) will provide Engineering Design, Project Management and Construction Inspection Services to the City of Naples (OWNER) as directed by City Staff for the ongoing Basin III construction activities. The scope of work may include all or part of the following services:

1. Provide Construction Engineering and Inspection Services for the remaining portions of Basin III Drainage Improvements as directed by City Staff
2. Provide Engineering Design Consulting Services to assist City Staff with options or alternative solutions to unforeseen circumstances.
3. Provide CADD services for revising and/or updating project CADD Drawings.
4. Assist City Staff with public relations and providing neighborhood information on upcoming construction activities.

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

2350 Stanford Court ■ Naples, Florida 34112
(239) 434-0333 ■ Fax (239) 434-9320

Mr. Gregg R. Strakaluse, P.E.
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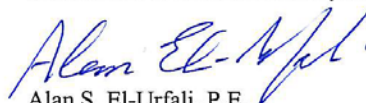
Professional Services	Fee Rate \$/hr	MHours	Cost
Project Administrator	\$125.00	52	\$6,500.00
Construction Observer III	\$75.00	436	\$32,700.00
Construction Observer Manager	\$150.00	23	\$3,450.00
Engineer Intern III	\$115.00	235	\$27,025.00
Engineer VI	\$150.00	36	\$5,400.00
CAD Designer III	\$115.00	80	\$9,200.00
Supplies, Printing, Copies, Etc.			\$5,056.50
Estimated T&M Fee			\$89,331.50

We believe that the above scope of services 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. 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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**ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES
ESTIMATED COST OF SERVICES**

Project Engineering, Design and Construction Inspection Services Date 3/6/2008
 Project No. CITY OF NAPLES CIP
 PM Alan El-Urfali, P.E.

Task Outline	Estimated Labor						
	TOTALS	Project Administrator	Construction Observer III	Construction Observation Services Manager	Engineer Intern III	Designer III	Engineer VI
1 Construction Observation and Inspection	\$48,550.00	20	328	8	120	40	
2 Utility and Drainage Conflict resolution	\$25,875.00	20	85		80	40	20
3 Permit Compliance Review & Inspection	\$8,000.00		25	8	15		8
4 Public Relations and Information Meetings	\$6,050.00	12		7	20		8
TOTAL HOURS	862	52	438	23	235	80	36
BILLING RATE		\$125.00	\$75.00	\$150.00	\$115.00	\$115.00	\$150.00
TOTAL DOLLARS	\$84,275.00	\$6,500.00	\$32,700.00	\$3,450.00	\$27,025.00	\$9,200.00	\$5,400.00
Subcontractors COST N/A _____ _____ Total Subcontracts \$ -		Notes: The suggested man-hours may be adjusted and/or negotiated at the City's discretion. The man-hour allocation is intended to provide the City with the level of man power that is necessary to get the job done based on the information available at the time of this proposal.					
Material Dollars Supplies, Printing, Copies, Etc. \$5,056.50		Total Hours 862 Total Labor Dollars \$84,275.00 Material Dollars \$5,056.50 Miscellaneous Dollars \$0.00 Subcontractors \$0.00 Total Project \$89,331.50					
Miscellaneous Dollars Travel, Lodging, Meals, Mileage, Etc. \$ -							
Distribution () Accounting () Project Notebook () Other							