



CITY OF NAPLES CONTRACT TRANSMITTAL

13-00014

CONTRACTOR:	Johnson Engineering, Inc Res 09-12326 1st Amendment
CONTRACT AMOUNT:	an additional \$20,300.00 for Construction Administration Services related to the project
EFFECTIVE DATES:	No change
AUTHORIZATION:	Award of contract and change orders. Sec 2-667 (5e) If the City has awarded a contract and an option exists or is offered to the city to extend the period of the contract, the city manager shall determine if such extension is in the best interests of the city and may exercise this option on behalf of the city for periods not exceeding two years.
FUNDING SOURCE	420-2033-533.60-40
CERTIFIED BY:	<i>David J. Jorgensen</i> 2/12/2013 (Purchasing Manager-Signature & Date)
RECOMMENDED BY:	<i>Robert M. Wilk</i> 2/15/2013 (Department Head-Signature & Date)
CERTIFIED BY:	<i>Ann Marie Sheppard</i> 2/19/13 (Finance Director-Signature & Date)
REVIEWED BY:	(City Attorney-Initial Here, Date, Sign Contract & Forward to City Manager) <i>[Signature]</i> 2/20/13
REVIEWED BY:	(City Manager-Initial Here, Date, Sign Contract & Forward to City Clerk)
ATTESTED BY:	<i>PCR</i> 2/25/13 (City Clerk-Initial Here, Date, Sign Contract & forward copy to Purchasing)

ATTACHMENTS:

- Staff Memo
- Contract
- Other

Please return to Purchasing for distribution after all have reviewed/signed.

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the "First Amendment") to the Continuing Contract for Professional Services is made and entered into this **11th day of February 2013** 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 Contract for Professional Services, dated **May 21, 2012 (Resolution #09-12326** (the "Original Agreement") for services associated with **Water Treatment Plant Specification to Replace Vacuumed Filters**('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First 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. "Article Five, Compensation" shall be amended for the provision of additional fees by the Consultant in the amount of \$20,300 for Construction Administration Services related to the project
4. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This First 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 First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

CITY OF NAPLES, FLORIDA

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

Johnson Engineering, Inc.

[Signature]
Witness

By: [Signature]
(Signature)
Printed
Name: LOWNIE V. HOWARD
Title: PRESIDENT

Amendment to agreement