

**SECOND AMENDMENT
TO PROFESSIONAL ENGINEERING AND HYDROGEOLOGICAL SERVICES
AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to the Professional Engineering and Hydrogeological Services Agreement is made and entered into this 16th day of APRIL 2003 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and Hartman & Associates Inc. (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement, to furnish Professional Engineering and Hydrogeological Services, dated June 6, 2001 (the “Original Agreement”) for the City of Naples for services associated with the updating the Water Master Plan and creating a Reuse Water Master Plan (‘Project’); and

WHEREAS, the City and the Consultant entered into an amendment to the original agreement on November 7, 2001 (the “First Amendment”) to prepare an Aquifer Performance Test to provide data to the South Florida Water Management District to obtain the City’s Water Use Permit; and

WHEREAS, the parties desire to amend the Original Agreement by this Second 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 hereto and incorporated herein for **additional compensation to update the Water Master Plan and create a Reuse Water Master Plan in the amount of \$52,500 (from \$128,000 to \$180,500) and additional compensation for the Aquifer Performance Test in the amount of \$45,000 (from \$254,710 to \$299,710).**
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

4. This Second Amendment may be executed in any number of counterparts, each of whom 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 Second 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: _____
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

HARTMAN & ASSOCIATES INC.

Witness

By: _____

Name: _____

Title: _____