

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 7th day of April, 2004** 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 Continuing Contract for Professional Services, dated October 1, 2003 (the “Original Agreement”) for **public works/treatment plant processes design services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to provide for **water treatment facility engineering services – Solana Road and East Naples sites**, 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 hereto and incorporated herein for the provision of **engineering services in the amount not-to-exceed \$30.798.00.**
3. 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.
4. 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:

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

HARTMAN & ASSOCIATES, INC.

Witness

By: _____

Name: _____

Title: _____

FEES

Schedule man-hours and fee to provide conceptual design plans with a detailed construction estimate, for the referenced projects.

PROJECT #1:**SOLANA ROAD BOOSTER STATION RENOVATION/UPGRADE DESIGN:**

Estimated man-hours: 136

Fees Not-To-Exceed Total: \$ 14,159

Project to be completed 60 days after receipt of order to proceed. Please provide a Schedule of Deliverables.

PROJECT #2:**EAST NAPLES BOOSTER STATION RENOVATION/UPGRADE DESIGN:**

Estimated man-hours: 155

Fees Not-To-Exceed Total: \$ 16,639

Project to be completed 60 days after receipt of order to proceed. Please provide a Schedule of Deliverables.

Project #1 & #2 -

Total Fees Not-To-Exceed: \$ 30,798

NOTE: The City reserves the right to award the above, defined projects, as all, part, or none to the notified firms.