

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT (the “Third Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 2nd day of February, 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Tetra Tech, Inc. - Hartman and Associates, Inc.** (the “Consultant”).

W I T N E S S E T H

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 Third Amendment to provide for **engineering design services as part of the East Golden Gate Well Field Expansion**, 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 Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor **in the amount not-to-exceed \$52,725.00 for engineering design services as part of the East Golden Gate Well Field Expansion (‘Project’)**.
3. The terms of this Third 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 Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Third 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 Third 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

Tetra Tech, Inc. - Hartman and Associates, Inc.

Witness

By: _____

Name: _____

Title: _____

**Engineering Design Services for Two Raw Water Production Wells
and all Associated Equipment:**

Estimated man-hours: 475

Fees Not-To-Exceed Total \$ 52,725

Project to be completed 110 days after receipt of order to
proceed. Please provide a Schedule of Deliverables.

SCOPE OF SERVICES SUMMARY

Hartman & Associates, Inc. will provide work in accordance with the specifications and unit pricing as set forth in the City of Naples Bid #006-Q05 and defined below.

The following services will be provided by Hartman & Associates, Inc. for a cost not to exceed \$52,725.00:

PROJECT DESCRIPTION:

To provide design, technical specifications, bid documents, and construction cost/schedule projections for: The installation of two raw water production wells with all associated equipment to be located on Tracts 127 & 121 in the East Golden Gate Estates. The improvements include: The extension of the 12" raw water line (approx. 2,700 feet), installation of well discharge lines (approx. 300 feet of 8" or 10"); all associated valves (gates, air release, overpressure, and vaults as required); two 16" diameter/ 80+ foot depth/ cased a minimum of 50' depth production wells; all associated pumps, piping, controls, power, communications, security, structures, access drives, and all associated permit applications.

SCOPE OF SERVICES

A. Design Report

The Design Report will include preliminary drawings and technical documentation of the project which detail designs meeting the stated needs of the Public Works/Utilities Department including: Site/ Floor/Elevation plans for the building facilities; Mechanical/ Electrical/Structural plans for all piping, well casing, and associated equipment; grades and elevations for distribution piping, road/ditch crossings, and access drives; and geological/hydrological analysis for each proposed well site.

B. Final Design

Following approval of the Design Report, based on an established level of service, the Engineer will prepare the final plans, specifications, bid documents, permit applications, and cost projections for bidding the project construction. All documentation will be submitted in both the required hard-copy and in electronic format to the Director of Construction Management. Electronic formats shall include: Micro Soft compatible documents, and ACAD Ver. 2000 or higher for all drawings.

The following basic work items are to be incorporated in the proposal and are shown as guidelines and not to be limited as final.

Engineering Design Services for Two Raw Water Production Wells and all Associated Equipment:

1. Installation of two 16" diameter wells: 80+ feet in depth (below current property base elevation), cased to 50+ foot depth, open bore remaining 30+ foot depth, to allow production of 1,000 gpm. Existing well depths for the East Golden Gate Well Field range from 80' to 130' in depth. Drawing Sheet 9 of 9, attached, is a sample of a typical well and equipment detail.

2. Geotechnical and Hydrological analysis shall be performed at proposed well sites, to assure that production levels can be adequately achieved.
3. Extend existing 12" raw water line approximately 2,700 feet (west 300+ feet, then north 2,400 feet). Isolation RS gate valves with risers and caps, shall be installed north of each new well tap.
4. Install approximately 300+ feet of 8" or 10" discharge pipe from new wells to 12" raw water main. Isolation RS gate valves with risers and caps, shall be installed prior to each new well tap.
5. An air release/over-pressure valve shall be installed on the 24th Avenue N.E. line crossing. This valve assembly shall be installed in an above ground, lockable vault, at the elevation required by FDEP. Consultant may recommend additional units to be designed into the system.
6. The property boundaries/descriptions, easements, and roadways have been confirmed through professional surveys. The locations of the new well sites are approximate, and the lines and structures are samples only. This information is shown in the attached drawings sheets 1 of 9 through 5 of 9.
7. Sample structures, piping, and pumping equipment are shown in the attached drawings Sheet 6 of 9 through 9 of 9. These samples are only possible options that need to be evaluated along with other standard facilities.
8. The power feed, electrical distribution equipment, and standby generator for the proposed well #426 located on Tract 121, will be designed to supply power to three wells rated at 1,000 GPM. This project will only require the installation of two wells (425 & 426); however, pre-planning at well 426 for equipment and facilities for a third future well is essential to keep future costs down.
9. Power for proposed well 425 shall be supplied through conduits from proposed well 426. A bonding wire shall be pulled with the power leads, and a grounding rod and connections shall be installed at each pull box. The pull boxes shall be concrete with steel bolt down lids labeled as power, and be of sufficient size for ease of service and protection of the conductors.
10. Communications for proposed well 425 shall be supplied through a conduit from proposed well 426. A bonding wire shall be pulled with the shielded communication cable, and a grounding rod and connections shall be installed at each pull box. This cable shall link the PLC's located at each well. The pull boxes shall be concrete with steel bolt down lids labeled as Communication, and be of sufficient size for ease of service and protection of the conductors.
11. Telemetry radio communications system between the wells and the treatment plant will be specified by Utilities personnel.
12. Security issues will have to be addressed to meet the City's Vulnerability Assessment Survey performed for the City in December 2003. The Utilities Director will have to provide this information to the selected Engineering firm.
13. As part of the design, specific drawings and details will have to be created to meet the permit requirements for FDEP, and for Collier County Rights of Way for the line installation along 22nd Avenue N.E. and across 24th Avenue N.E. road right of way. The consultant shall submit sample permits for all aspects of the project with the bid documents.
14. The consultant shall meet with assigned Construction Management and Utilities personnel for recommendation and evaluation of all facilities and equipment.