

**FIFTH AMENDMENT
TO AGREEMENT**

THIS FIFTH AMENDMENT (the “Fifth Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 6th day of September, 2006** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Tetra Tech, Inc. - Hartman and Associates, Inc.** (the “Consultant”).

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Continuing **Contract for Professional Services, dated October 1, 2003 (Resolution 03-10207)** (the “Original Agreement”) for **public works/treatment plant processes design services** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this Fifth Amendment to **provide professional permitting, bidding, and construction administration services for two water production wells.**

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 \$64,415.00 to provide professional permitting, bidding, and construction administration services for two water production wells.** (‘Project’).
3. The terms of this Fifth 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 Fifth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Fifth 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 Fifth 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: _____

Task	Description	Senior Engineer		Project Manager		Project Engineer		Engineering Tech		Ward Processor		Survey Crew		Structural Engineer		Electrical Engineer		Total Hours	Total Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
1	Final Design a) GIS Assistance for aerial images (well 424) b) Well 424 design modifications (adj) route to 423 c) Well 424 Electrical Design Modifications d) Well 422 and 424 Abandonment Plan e) Specifications Total Hours and Cost This Section	0	\$0	1	\$140	2	\$170	4	\$240	0	\$0	0	\$0	0	\$0	0	\$0	7	\$550	
		1	\$140	4	\$560	6	\$510	12	\$170	0	\$0	0	\$0	0	\$0	0	\$0	23	\$1,500	
		1	\$175	2	\$280	2	\$170	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$4,225	
		0	\$0	1	\$140	8	\$680	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	9	\$620	
		0	\$0	1	\$140	2	\$170	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	7	\$710	
		2	\$315	9	\$1,260	20	\$1,700	16	\$680	0	\$0	0	\$0	0	\$0	0	\$0	40	\$4,000	\$8,235
2	Permitting Services a) Permit Application/Response to FDEP RAI b) Permit application/Response to Collier Co. RAI c) Coordination with SPWMD Total Hours and Cost This Section	2	\$350	1	\$140	8	\$680	4	\$240	4	\$220	0	\$0	0	\$0	0	\$0	19	\$1,630	
		4	\$700	6	\$840	20	\$1,700	10	\$600	10	\$550	0	\$0	0	\$0	0	\$0	50	\$4,390	
		2	\$350	1	\$140	4	\$340	1	\$60	2	\$110	0	\$0	0	\$0	0	\$0	10	\$1,000	
		8	\$1,400	8	\$1,120	32	\$2,720	15	\$500	18	\$880	0	\$0	0	\$0	0	\$0	79	\$7,020	
3	Bidding Services a) Releasing Bidding Documents b) Answering Bidder's Questions/Attendia c) Bid Opening d) Recommendation of Award e) Assembling of Contract Total Hours and Cost This Section	1	\$140	2	\$280	6	\$510	2	\$120	12	\$660	0	\$0	0	\$0	0	\$0	23	\$1,710	
		1	\$175	3	\$420	8	\$680	10	\$600	8	\$440	0	\$0	0	\$0	0	\$0	30	\$2,315	
		0	\$0	2	\$280	2	\$170	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$450	
		1	\$140	2	\$280	4	\$340	0	\$0	2	\$110	0	\$0	0	\$0	0	\$0	9	\$870	
		0	\$0	1	\$140	4	\$340	0	\$0	4	\$220	0	\$0	0	\$0	0	\$0	9	\$700	
		3	\$435	10	\$1,400	24	\$2,040	12	\$720	26	\$1,430	0	\$0	0	\$0	0	\$0	75	\$6,045	
		1	\$175	4	\$560	18	\$1,530	0	\$0	6	\$330	0	\$0	0	\$0	0	\$0	27	\$3,995	
		2	\$350	4	\$560	10	\$850	6	\$360	4	\$220	0	\$0	0	\$0	0	\$0	28	\$2,340	
		4	\$700	4	\$560	60	\$3,100	0	\$0	1	\$55	0	\$0	0	\$0	0	\$0	65	\$6,415	
		4	\$700	18	\$2,520	48	\$4,080	0	\$0	6	\$440	0	\$0	12	\$1,200	0	\$0	120	\$11,940	
4	Construction Management a) Shop Drawings b) Change Order/Work Directives c) Well Drilling Inspection/ Oversight d) Site Visit/Progress Meetings e) Pay Applications f) Miscellaneous Correspondence Total Hours and Cost This Section	0	\$0	4	\$560	8	\$680	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$1,350	
		2	\$350	4	\$560	8	\$680	0	\$0	4	\$220	0	\$0	0	\$0	0	\$0	18	\$1,810	
		13	\$2,275	38	\$5,320	152	\$12,920	6	\$360	25	\$1,375	0	\$0	20	\$2,000	50	\$3,500	304	\$29,250	
		0	\$0	5	\$700	5	\$425	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,125	
5	Start-Up, O&M Manual & Certification a) Final Inspection b) Final Pay Request c) Start-Up Assistance d) O&M Manual Review/Coordination e) Record Documents f) Letter of Completion to FDEP Total Hours and Cost This Section	0	\$0	5	\$700	5	\$425	0	\$0	1	\$55	0	\$0	0	\$0	0	\$0	3	\$725	
		1	\$140	2	\$280	12	\$1,020	0	\$0	1	\$55	0	\$0	0	\$0	0	\$0	20	\$2,000	
		1	\$175	2	\$280	14	\$1,190	0	\$0	8	\$440	0	\$0	0	\$0	16	\$1,800	41	\$3,685	
		1	\$175	2	\$280	6	\$680	24	\$1,440	4	\$220	0	\$0	0	\$0	0	\$0	39	\$3,795	
		1	\$175	1	\$140	2	\$170	0	\$0	1	\$55	0	\$0	0	\$0	0	\$0	5	\$540	
		4	\$665	12	\$1,680	43	\$3,655	24	\$1,440	15	\$825	0	\$0	0	\$0	36	\$3,600	134	\$11,965	
6	Total Cost This Section																	Reimbursable Expenses		\$1,000
																				\$1,000

TOTAL ADDITIONAL FEE FOR THIS PROJECT

\$63,415