

**SIXTH AMENDMENT
TO AGREEMENT**

THIS SIXTH AMENDMENT (the “Sixth Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 20th 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”).

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 (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 Sixth Amendment **to provide professional engineering services to update the 1996 Stormwater Master Plan, and continue the contract for FY 2006-07.**

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 \$87,000.00 to provide professional engineering services to update the 1996 Stormwater Master Plan and continue the contract for FY 2006-07 with Tetra Tech, Inc. - Hartman and Associates, Inc. (‘Project’).**
3. The terms of this Sixth 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 Sixth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Sixth 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 Sixth 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: _____

FEEES

The lump sum fee for the services described above is **\$87,000**. A table breaking down how those fees were derived is provided below. Tt HAI proposes to bill on a percent complete basis with the milestones provided below as the basis of measuring deliverable product against the budgeted fee.

Phase	Task	Estimated Fee @ 100% Complete
#1	Data Assimilation & Gathering	\$ 27,000.00
	- Existing Reports and SMP's	\$ 3,000.00
	- Topographic, hydrologic, and physiographic conditions	\$ 2,000.00
	- Ordinances, Comp Plans, and Legal Framework	\$ 2,000.00
	- Inventory and GIS Mapping	\$ 5,000.00
	- Grants, Stormwater Utility, Budgets, and Funding Information	\$ 3,000.00
	- CIP, O&M, R&R Projects	\$ 4,000.00
	- Floodplain Data	\$ 1,000.00
	- TMDL Information	\$ 2,000.00
	- NPDES Information	\$ 1,000.00
	- Ocean Outfall Information	\$ 2,000.00
	- Water Quality and Environmentally Sensitive Concerns	\$ 2,000.00


TETRA TECH HAI

Mr. Dan Mercer
 August 17, 2006
 Page 5 of 8

<u>Phase</u>	<u>Task</u>	<u>Estimated Fee @ 100% Complete</u>
#2	Data Analysis, Compilation & Summarization	\$ 38,000.00
	- Infrastructure Inventory	\$ 10,000.00
	- Hydrologic/Hydraulic Modeling	\$ 8,000.00
	- Project Inventory & Needs	\$ 15,000.00
	- Financial	\$ 5,000.00
#3	Financial Analysis, Evaluation & Needs Assessment	\$ 15,000.00
	- Unified LOS Analysis	\$ 3,000.00
	- O&M and R&R Assessment	\$ 6,000.00
	- CIP Assessment	\$ 2,000.00
	- Stormwater Utility and Grant Funding	\$ 4,000.00
#4	Public Participation & Product Delivery	\$ 7,000.00
	- Final Draft Meeting w/Staff & City Manager	\$ 1,000.00
	- Presentation at City Council	\$ 1,000.00
	- Preparation of Final Report	\$ 5,000.00
	TOTAL	\$ 87,000.00

IN THE AMOUNT NOT-TO-EXCEED \$87,000.00