

**SEVENTH AMENDMENT
TO AGREEMENT**

THIS SEVENTH AMENDMENT (the “Seventh Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 15th day of November, 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 Seventh Amendment to **provide professional engineering services for exploratory aquifer storage and recovery (ASR) well testing services.**

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 \$89,700.00 to provide professional engineering services for exploratory aquifer storage and recovery (ASR) well testing services (‘Project’).**
3. The terms of this Seventh 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 Seventh Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Seventh 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 Seventh 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: _____

TABLE ONE
CITY OF NAPLES
EXPLORATORY WELL TESTING SERVICES
MAN-HOUR & FEE BREAKDOWN

Project Phase / Description	Senior Manager		Division Manager		Hydrogeologist P.G./Engineer P.E./Scientist		Project Hydrogeologist/Engineer		Senior Word Processor		Totals	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Estimated Cost
A. Testing and Data Analysis												
1. Step Drawdown Tsting					24	\$2,880						
2. 72 hour test					120	\$14,400			4	\$220	24	\$2,880
3. Collect Water Samples					8	\$960			4	\$220	12	\$1,180
4. Logging			6	\$900	60	\$7,200			4	\$220	70	\$8,320
5. Straddle Packer Testing			20	\$3,000	300	\$36,000					320	\$39,000
6. Data Analysis			24	\$3,600	48	\$5,760					72	\$9,360
									4	\$220	4	\$220
									4	\$220	4	\$220
											0	\$0
Sub-Totals:	0	\$0	50	\$7,500	560	\$67,200	0	\$0	20	\$1,100	630	\$75,800
B. Project Management												
1. Progress Reports	4	\$900							24	\$1,320	28	\$2,220
2. Status meetings											0	\$0
3. General Project administration	4	\$900	12	\$1,800							16	\$2,700
4. Prepare final report of construction activities	4	\$900			60	\$7,200			16	\$880	80	\$8,980
Sub-Totals:	12	\$2,700	12	\$1,800	60	\$7,200			40	\$2,200	124	\$13,900
C. Regulatory Coordination												
1. Coordinate with FDEP											0	\$0
2.											0	\$0
3.											0	\$0
4.											0	\$0
5.											0	\$0
Sub-Totals:									0	\$0	0	\$0
D. Other Direct Costs												
1. Copies of figures, report, overnight mail, copying											0	\$2,000
2. Mileage, per diem											0	\$500
3. Data Requests and copies from agencies											0	\$0
Sub-Totals:											0	\$2,500
GRAND TOTAL:	0	\$0	50	\$7,500	560	\$67,200	0	\$0	20	\$1,100	630	\$89,700

nap/ASR-exploratory well testing.xls
1/1/11

IN AN AMOUNT NOT-TO-EXCEED \$89,700.00