

**EIGHTH AMENDMENT
TO AGREEMENT**

THIS EIGHTH AMENDMENT (the “Eighth Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 17th day of January, 2007** 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 Eighth Amendment to **provide professional engineering services to prepare and submit a permit application to the south Florida water management district for the renewal of the city’s water use permit.**

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 \$61,175.00 to provide professional engineering services to prepare and submit a permit application to the South Florida Water Management District for the renewal of the city’s water use permit (‘Project’).**
3. The terms of this Eighth 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 Eighth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Eighth 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 Eighth 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: _____

ATTACHMENT A

CITY OF NAPLES

Golden Gate Wetlands Improvements

Additional Services for Permitting, Bidding Construction Management

Task	Description	Senior Engineer		Project Manager		Project Engineer		Engineering Tech		Word Processor		Total Hours	Total Cost
		\$225 /hr	Cost	\$140 /hr	Cost	\$100 /hr	Cost	\$60 /hr	Cost	\$65 /hr	Cost		
1.0	Consumptive Use Permit	24	\$5,400	1	\$140	12	\$1,200	2	\$120	12	\$960	51	\$7,520
1.1	SFVWMD Meeting Attendance	18	\$4,050	0	\$0	55	\$5,600	20	\$1,200	0	\$0	94	\$10,850
1.2	Water Use Projections	0	\$0	1	\$140	40	\$4,000		\$0		\$0	41	\$4,140
1.3	Permit Condition Compliance												
1.4	Supporting Technical Documentation	24	\$5,400	4	\$560	24	\$2,400		\$0	12	\$960	64	\$9,020
1.5	Prepare and Submit CUP Application	1	\$225	1	\$140	6	\$900	4	\$240		\$0	14	\$1,405
1.6	Respond to Request for Additional Information	24	\$5,400	2	\$280	40	\$4,000	0	\$0	0	\$0	66	\$9,680
	Total Cost This Section		\$20,475		\$1,260		\$18,000		\$1,560		\$1,320		\$42,916
	Provisional Services												
	Hydrology/Hydrogeology/Groundwater Flow Model	12	\$2,700	24	\$3,360	120	\$12,000		\$0		\$0		\$18,060
	Total Cost This Section		\$2,700		\$3,360		\$12,000		\$0		\$0		\$18,060
	Total Cost This Section												\$500
	Total Cost This Section												\$500
	Reimbursable Expenses												\$500
	TOTAL FEE FOR THIS PROJECT												\$61,175

IN AN AMOUNT NOT-TO-EXCEED \$61,175.00