

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 19th day of September, 2007** 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 January 19, 2005 (Resolution 05-10715)** (the “Original Agreement”) for **expanding the City’s reclaimed water distribution system** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment to **provide additional construction management services for the construction of Phase 1 of the reclaimed water expansion.**

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 \$84,840 to provide additional construction management services for the construction of Phase 1 of the reclaimed water expansion (‘Project’).**
3. The terms of this First 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
4. First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First 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 First 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: _____

**TETRA TECH**

July 13, 2007

Mr. Robert Middleton, Utilities Director
City of Naples
380 Riverside Circle
Naples, FL 34102

**Subject: City of Naples – Reclaimed Water Transmission System – Phase I
Deductive Change Order – Danella Construction Contract and
Request for a Contract Amendment – Tetra Tech Engineering Services**

Tt #04.0296.000

Dear Mr. Middleton:

According to the latest construction progress schedule for the Phase 1 reclaimed water project, Danella Companies, Inc. is anticipating final completion of the project by August 19, 2007. This anticipated completion date is 228 days past the contractually required final completion date. Under the Contract, Danella must pay liquidated damages to the City for delays within their control. In addition to liquidated damages, Danella is required to pay for inspection services beyond normal working hours.

A deductive change order has been executed by Danella for liquidated damages through July 20, 2007 and for inspection services outside of normal working hours through April 30, 2007. The deductive change order amount is \$117,442. Another deductive change order will be processed at the end of the project for liquidated damages and additional inspection services through the actual final completion date. It is anticipated that the final contract deduction will be approximately \$150,000.

Because of the delay in project completion, Tetra Tech is providing additional engineering and inspection services beyond the scope originally anticipated for the completion of the project. We are requesting an amendment to our contract for \$84,840 which includes the cost of additional construction services including resident inspection of the project, additional progress meetings with Danella and responding to field issues. In determining this change order amount, we have anticipated a final completion date of September 14, 2007. If the Contract is completed sooner as Danella is currently projecting, the actual cost to the City for completion of the project would be less.

The cost of the requested contract amendment is fully covered by the deductive change order already executed by Danella, and an additional deductive change order is anticipated. We have attached a spreadsheet showing the breakdown of hours for the requested contract amendment.



TETRA TECH

Mr. Bob Middleton

July 13, 2007

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Thank you for your consideration of the requested contract amendment and please contact me if you have any questions regarding this project or need additional information on the above.

Sincerely,

Tetra Tech

Jennifer L. Woodall, P.E.
Vice President

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SECTION 00843

CHANGE ORDER FORM

Project: **City of Naples**
Reclaimed Water Transmission/Distribution System – Phase I

CHANGE ORDER NO. 2

DATE OF ISSUANCE: May 31, 2007

CONTRACTOR: Danella Companies, Inc.

EFFECTIVE DATE: _____

ENGINEER: Tetra Tech, Inc.

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$3,901,594.00	Original Contract Times Substantial Completion: <u>12/04/06</u> Ready for final payment: <u>01/03/07</u> <small>days or dates</small>
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> \$0.00	Net change from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>0</u> <small>days</small>
Contract Price prior to this Change Order \$3,901,594.00	Contract Times prior to this Change Order Substantial Completion: <u>12/04/06</u> Ready for final payment: <u>01/03/07</u> <small>days or dates</small>
Net Increase (decrease) of this Change Order \$(117,442)	Net Increase (decrease) of this Change Order <u>0</u> <small>days</small>
Contract Price with all approved Change Orders \$3,784,152	Contract Times with all approved Change Orders Substantial Completion: <u>12/04/06</u> Ready for final payment: <u>01/03/07</u> <small>days or dates</small>

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 2

- II. REQUIRED CHANGES: None.

- III. JUSTIFICATION: This is a deductive change order covering liquidated damages between January 3, 2007 and July 20, 2007 and inspection services outside of normal working hours as of April 30, 2007.

- IV. PAYMENT: Deduct will be taken from next approved pay request.

V. APPROVAL AND CHANGE AUTHORIZATION: Per Contract.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Tetra Tech, Inc.

Change(s) Ordered by: Tetra Tech, Inc.

RECOMMENDED BY:

ACCEPTED BY:

Tetra Tech, Inc.
(Engineer)

Dovelle Construction, Inc.
(Contractor)

By: [Signature] 7-13-07
(Authorized Signature) (Date)

[Signature] 6-28-07
(Authorized Signature) (Date)
John P. Bass

APPROVED BY:

(Owner)

By: _____
(Authorized Signature) (Date)

(Authorized Signature) (Date)

END OF SECTION