

**SIXTEENTH AMENDMENT  
TO AGREEMENT**

**THIS SIXTEENTH AMENDMENT** (the "Sixteenth Amendment") to the Continuing Contract for Professional Services is made and entered into **this 17<sup>th</sup> day of September, 2008** 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 Sixteenth Amendment **to provide construction management services during the construction of the (ASR) test well at the Collier County Water Quality Park.**

**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 \$89,780.00 to provide construction management services during the construction of the ASR test well located at the Water Quality Park.**
3. "Article Three Section 3.1, Time" shall be amended for the provision of additional time by the Contractor with a **completion date of March 31, 2009.**
4. The terms of this Sixteenth 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 Sixteenth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
5. This Sixteenth 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 Sixteenth 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: \_\_\_\_\_  
A. William Moss, 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**

August 18, 2008

Mr. Bob Middleton, PE  
Director of Utilities  
City of Naples  
380 Riverside Circle  
Naples, Florida 34102

**Subject: Proposal for ASR Well Part-Time Construction Observation and Administration Services at the Collier County Water Quality Park – FDEP Permit 262487-001-UC/5X**

**Tt HAI# BP Naples/ASR Well**

Dear Mr. Middleton:

We appreciate the opportunity to provide the part-time construction observation services for the ASR well at the Collier County Water Quality Park. The work is to be conducted under FDEP permit 262487-001-UC/5X. These part-time observation services and testing services are described below. Our services include on-site observation during certain times of drilling, selecting potential storage zones for packer and/or step-drawdown testing, collecting drill stem water quality samples, conducting one (1) packer test, and conducting one constant rate discharge test.

In general, Tetra Tech will ensure compliance with the specific conditions of the FDEP permit concerning only those applicable to well construction of the exploratory well. These specific conditions include:

6. Submit name of Florida registered driller supervising the drilling operations to the FDEP.
- 10.a. (1)(a), (b), (c), (e), (h) and (i). This includes preparing and submitting a draft well completion report with certification of well construction completion by the Professional Engineer of Record; copies of geophysical logs, water quality data, confining unit data, and other data obtained during well construction.
13. A provide construction-related documents to each member of the Technical Advisory Committee (TAC).
14. Prepare and submit daily progress reports during the construction period to the FDEP and TAC. The reporting period shall run for 7 days and reports shall be mailed or electronically mailed within 48 hours of the last day of the reporting period.



**TETRA TECH**

Mr. Bob Middleton, PE  
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15. Assist with locating an approved disposal site for drill cuttings, fluids or wastes. Approval must be received prior to construction.

In addition to complying with the above listed conditions, we will be on-site for the critical times of well construction, such as the initial set-up to ensure that the water well contractor is on the correct location, cementing of all well casings, drilling and testing in the potential ASR zone(s). We will provide reports to the FDEP as required, and prepare a final report on the feasibility of ASR at that site.

We will coordinate construction activities with you, Collier County and the FDEP as needed. We will review pay requests from the contractor.

The estimated cost for the on-site construction time, status reports, field logs, progress meetings, and project management are provided in the attached spreadsheet.

The estimated cost for the services described above is \$89,780.

Please review this proposal and let me know if you have any questions.

Very truly yours,

**Tetra Tech**

Charles W. Drake, P.G.  
Vice President

Attachment

CWD/sma/BP-Naples/ASR/corresp/Middleton-ASRreconstruction mgmt.doc

cc: Danny Nelson, P.E., Tetra Tech  
Jennifer Woodall, P.E., Tetra Tech

TABLE ONE  
CITY OF NAPLES  
GOLDEN GATE WELL CONSTRUCTION OBSERVATION AND TESTING SERVICES  
MAN-HOUR & FEE BREAKDOWN

Project Phase / Description	Senior Manager \$225 per hour		Division Manager \$170 per hour		Hydrologist P.G./Engineer P.E./Scientist \$120 per hour		Designer \$85 per hour		Senior Word Processor \$55 per hour		Totals	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Estimated Cost
<b>A. Project Management</b>												
1. Permit condition compliance	4	\$900							2	\$110	6	\$1,010
2. Conditions 6 and 7	4	\$900			8	\$960			4	\$220	16	\$2,080
3. Condition 10	4	\$900			8	\$960			8	\$440	20	\$2,300
4. Condition 13	4	\$900			60	\$7,200			40	\$2,200	100	\$9,400
5. Condition 14	4	\$900			8	\$960			2	\$110	14	\$1,970
6. Design containment structure and submit to FDEP												
7. Project Status meetings and telephone conferences	12	\$2,700			60	\$7,200			24	\$1,320	96	\$11,220
8. Prepare and submit final report to City and FDEP	28	\$6,300			144	\$17,280			80	\$4,400	252	\$27,980
<b>Sub-Totals:</b>												
<b>B. Construction Observation Activities</b>												
1. Setting Casing, grouting	8	\$1,360			40	\$4,800					48	\$6,160
2. Open Hole drilling, ASR interval	12	\$2,040			180	\$21,600					192	\$23,640
3. Constant Rate discharge test					60	\$7,200					60	\$7,200
4. Packer testing	4	\$900			60	\$7,200					80	\$10,820
5. Step-Drawdown Test/ analysis	4	\$900			60	\$7,200					80	\$10,820
<b>Sub-Totals:</b>	8	\$1,800	52	\$8,840	400	\$48,000			0		460	\$58,640
<b>C. Other Direct Costs</b>												
1. Copies of figures, report, overnight mail, copying charges									12	\$660	12	\$660
2. Mileage, per diem											0	\$2,000
3. Data Requests and copies from agencies											0	\$500
<b>Sub-Totals:</b>											12	\$3,160
<b>GRAND TOTAL</b>	36	\$8,100	52	\$8,840	544	\$65,280	0	\$0	80	\$5,560	724	\$89,780