

**SECOND AMENDMENT
TO AGREEMENT**

THIS SECOND AMENDMENT (the “Second Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 15th day of October, 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 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 Second 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 \$53,675 to provide additional construction management services for the construction of Phase 1 of the reclaimed water expansion (‘Project’).**
3. The terms of this Second 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. This Second 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 Second 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 28, 2008

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

**Subject: City of Naples – Reclaimed Water Transmission System – Phase I and IA
Final Request for a Contract Amendment – Tetra Tech Engineering Services**

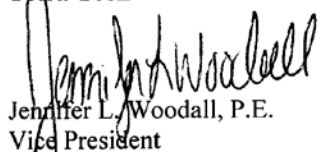
Tt #04.0296.000

Dear Mr. Middleton:

Tetra Tech is requesting a final contract amendment to cover the cost of engineering and inspection services for the Phase 1 and 1A reclaimed water projects from September 2007 to the present. The bulk of these services related to the completion of the Phase 1 contract due to a late completion of the project by the Contractor, who agreed to a final contract deduction of (\$601,719). In addition, the City has requested that the project record drawings be converted to a GIS format, and we have included the cost of these services in this final contract amendment request.

The amendment request is for \$53,675 as itemized in the attached table. Thank you for your consideration of the requested 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

Attachment

JLW/sma/04.0296.000/corresp/middleton38.jlw.doc

ATTACHMENT A

Fees for Additional Services MAN-HOUR & FEE BREAKDOWN NAPLES PHASE I & 1A RECLAIMED WATER SYSTEM EXPANSION CITY OF NAPLES, FLORIDA														
	Senior Manager \$225 per hour		Project Manager \$150 per hour		Project Engineer \$100 per hour		Resident Project Representative \$75 per hour		Engineering Technician IV \$80 per hour		Senior Word Processor \$65 per hour		Totals	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours
Construction Services September 2007 - August 2008														
Construction Observation			40	\$6,000			315	\$23,625			2	\$130	42	\$29,755
Additional Pw Requests and Change Orders			40	\$6,000	4	\$400					4	\$260	48	\$6,660
Field Conflicts/Issue Clarifications			40	\$6,000	2	\$200					2	\$130	44	\$6,330
Additional Services														
Convert Record Drawings To GIS			8	\$1,200					120	\$9,600	2	\$130		\$10,930
													\$53,675	