

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to Professional Services Agreement is made and entered into this **1<sup>st</sup> day of June 2005** 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 Agreement to furnish Professional Engineering Design and Contract Administration Services dated **January 19<sup>th</sup>, 2005** (the “Original Agreement”) for services associated with expanding the City’s reclaimed water distribution system (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will provide additional services pursuant to the terms and conditions contained herein.

**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. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant in the amount **not-to-exceed \$75,100.00 to provide rate review and other required financial data related to the expansion of the City’s reclaimed water distribution system(‘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 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: \_\_\_\_\_

Amendment to agreement

Task	Senior Management Consultants/Management Consultant			GIS Analyst		Word Processor		
	Hours	at \$160/hr	Hours	at \$110/hr	Hours	at \$85/hr	Hours	at \$ 55/hr
<b>1. Data Acquisition</b>	8	\$ 1,280	20	\$ 2,200	8	\$ 680	4	\$ 220
<b>2. Rate Review</b>	33	5,280	60	6,600	-	-	20	1,100
<b>3. Interim Financing Activities</b>								
A. Program Description	10	1,600	20	2,200	8	680	-	-
B. Review of Customer Forecas	8	1,280	16	1,760	-	-	-	-
C. Historical Operating Results	8	1,280	24	2,640	-	-	-	-
D. Projected Operating Results	20	3,200	40	4,400	-	-	-	-
E. Documentation	16	2,560	30	3,300	8	680	20	1,100
F. Meetings, etc	24	3,840	16	1,760	-	-	2	110
<b>4. Apportionment Report</b>								
A. Service Area Review	4	640	8	880	60	5,100	2	110
B. Apportionment Methodology	20	3,200	30	3,300	16	1,360	0	-
C. Report	20	3,200	30	3,300	24	2,040	18	990
<b>Totals</b>		<b>\$ 27,360</b>		<b>\$ 32,340</b>		<b>\$ 10,540</b>		<b>\$ 3,630</b>
						Subtotal		\$ 73,870
						Reimbursables		1,200.00
						<b>Total</b>		<b>\$ 75,070</b>