

**NINTH AMENDMENT  
TO AGREEMENT**

**THIS NINTH AMENDMENT** (the “Ninth Amendment”) to the Continuing Contract for Professional Services is made and entered into **this 7th day of February, 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 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 Ninth Amendment to **provide professional engineering services to update the rate structure for the water, wastewater and reclaimed water user’s fees and the system development charges.**

**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 \$75,770.00 to update the rate structure for the water, wastewater and reclaimed water user’s fees and the system development charges** (‘Project’).
3. The terms of this Ninth 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 Ninth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Ninth 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 Ninth 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  
WATER, WASTEWATER, RECLAIMED WATER RATE AND CHARGE STUDY  
FEE BREAKDOWN BY TASK**

Task	Senior Management Consultant		Senior Rate Analyst		Word Processor		Total	
	hrs	\$	hrs	\$	hrs	\$	hrs	\$
1.1. Customer Data Analysis and Forecast	16	\$ 2,560	40	\$ 4,400	2	\$ 110	58	\$ 7,070
1.2. Forecast Fiscal Requirements	20	3,200	60	6,600	-	-	80	9,800
1.3. Rate Design	20	3,200	60	6,600	-	-	80	9,800
1.4. Proforma Computer Model	8	1,280	40	4,400	-	-	48	5,680
1.5. Misc Charges	16	2,560	30	3,300	-	-	46	5,860
1.6. Meetings	24	3,840	24	2,640	2	110	50	6,590
1.7. Report and Presentation	46	7,360	76	8,360	10	550	132	16,270
2.1. Data Collection	0	-	0	-	0	-	0	0
2.2. Cost Basis Analysis	12	1,920	24	2,640	-	-	36	4,560
2.3. System Development Charge Design	8	1,280	20	2,200	-	-	28	3,480
2.4. Meetings	0	-	0	-	0	-	0	0
2.5. Report and Presentation	12	1,920	30	3,300	8	440	50	5,660
	182		404		Total		608	\$ 74,770
					Direct Costs			\$ 1,000
					Total			\$ 75,770

**IN AN AMOUNT NOT-TO-EXCEED \$75,770.00**