TENTH AMENDMENT
TO AGREEMENT

THIS TENTH AMENDMENT (the "Tenth Amendment") to the Continuing Contract for Professional Services is made and entered into **this 13th day of June, 2007** 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 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 Tenth Amendment **to update the rate structure for the stormwater utility in accordance with the 2006 stormwater master plan.**

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 $88,790 to update the rate structure for the stormwater utility in accordance with the 2006 stormwater master plan ('Project').**

3.   The terms of this Tenth 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 Tenth Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

4.   This Tenth 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 Tenth Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

<div align="center">

CITY:

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ATTEST: **CITY OF NAPLES, FLORIDA**

By:_____   By:_____
Tara Norman, City Clerk   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.

_____   By:_____
Witness

                                Name:_____

                                Title:_____

ATTACHMENT A
STORMWATER UTILITY RATE STUDY
FEE BREAKDOWN BY TASK

Task	Senior Management Consultant			Senior Rate Analyst			GIS Analyst			Word Processor			Total	
	hrs	$	160	hrs	$	110	hrs	$	85	hrs	$	55	hrs	$
1. Project Kickoff and Data Acquisition	8	$ 1,280		16	$ 1,760		80	$ 6,800		2	$ 110		106	$ 9,950
2. Evaluation of Basic Billing Units and Rate Structure	20	3,200		30	3,300		120	10,200			-		170	16,700
3. Rate Design	20	3,200		30	3,300			-			-		50	6,500
4. Financial Projections and Computer Model	8	1,280		60	6,600		40	3,400			-		108	11,280
5. Review Credit Policy	30	4,800		20	2,200			-			-		50	7,000
6. Meetings and Public Workshops	66	10,560		24	2,640		40	3,400		2	110		132	16,710
7. Report Preparation	40	6,400		80	8,800		40	3,400		10	550		170	19,150

Total $ 87,290

Direct Costs $ 1,500

Total $ 88,790