

**NINTH AMENDMENT
TO AGREEMENT**
Clerk Tracking No. 16-00077

THIS NINTH AMENDMENT (the "Ninth Amendment") to the Contract for Professional Services is made and entered into this 20th **day of April 2016** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Atkins North America, Incorporated a Florida Profit Corporation formerly known as (PBS&J) Post, Buckley, Schuh & Jernigan, Incorporated** (the "Consultant").

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Professional Services, dated **1st day of November, 2006 (Clerk Tracking No. 06-11413 (041-06 RFQ)** (the "Original Agreement") for services associated with **Professional Design, Engineering and Permitting Services associated with the Dredging of the canals within the East Naples Bay Special Taxing District** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Ninth Amendment so that the Consultant will be provided an extension of completion date 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. "Article Three Section 3.1, Time" shall be amended to **December 31, 2016** for the provision of additional time the Consultant will have for the completion of the Project: East Naples Bay Buoy Design & Permitting Services with a 60-day Project close out time frame.
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.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONSULTANT:

ATKINS NORTH AMERICA, INC.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607
Att: **Robert D. Woithe**, Associate VP

By: Robert D. Woithe
(Signature)

Robert D. Woithe
Printed Name

Associate Vice President
Title

Witness

MATHEW S. STARR
Printed Name

FEI/EIN Number: On File
A Florida Profit Corporation