

**THIRD AMENDMENT TO
ARCHITECTURAL & ENGINEERING
SERVICES AGREEMENT**

(RFQ 33-10-11; Work Order No. 7; Owner's Engineering Representative)

THIS THIRD AMENDMENT TO ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT ("Third Amendment") is entered into this ____ day of 1/16/2017, 2017, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Tetra Tech, Inc.**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal business office at 3475 E. Foothill Boulevard, Pasadena, CA 91107 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on June 1, 2011, the City entered into an Architectural & Engineering Services Agreement with Consultant, as subsequently amended ("Agreement"), to serve the City as Engineer Representative through the engineering, design and construction phases required for the improvements and upgrades of the Winson Water Treatment Plant, in accordance with the technical specifications, terms, and conditions contained in the *Request for Qualifications #33-10-11, Owner's Engineering Representative for the Winson Water Treatment Plant Improvement/Upgrade Project* ("RFQ"); and

WHEREAS, in accordance with the terms of the Agreement, Consultant has performed various tasks requested by the City consisting of Work Order Numbers 1 through 6; and

WHEREAS, the City desires to amend the Agreement to include *Work Order Number 7: Filter Rehabilitation Owner's Engineering Representative Services During Construction* (dated June 28, 2016), for the following additional services required for the rehabilitation and upgrades of the Winson Water Treatment Plant and water transmission and distribution systems: 1) preconstruction conference, 2) construction schedule and budget tracking, 3) review of change order recommendations, 4) assistance during construction and startup, 5) construction progress and other meetings, and 6) additional related services (collectively referred hereto as "Work Order Number 7"); and

WHEREAS, on December 13, 2016, the Mayor and City Council passed and adopted Resolution No. 2016-R-134 ("Resolution"), authorizing the City Manager to attain Work Order Number 7 from Consultant, at a cost not to exceed Sixty Six Thousand Six Hundred Fifty Five Dollars (\$66,655.00).

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the Parties agree as follows:

1. **ARTICLE 2. CONTRACT DOCUMENTS** – the Agreement is hereby amended to include the Resolution and the updated Work Order Number 7, as required for the

rehabilitation and upgrades of the Winson Water Treatment Plant and water transmission and distribution systems (attached hereto as “Exhibit A”). The Resolution and Work Order Number 7 are hereby incorporated into and made part of the Agreement, which is attached hereto as “Exhibit B”.

2. **ARTICLE 3. TIME FOR PERFORMANCE** – the Agreement is hereby amended to increase the Time for Performance to twelve (12) months from the City Manager’s issuance of a Notice to Proceed to Consultant.
3. **ARTICLE 4. COMPENSATION** – the Agreement is hereby amended to include additional compensation to Consultant for all services performed under Work Order Number 7 in the amount not to exceed Sixty Six Thousand Six Hundred Fifty Five Dollars (\$66,655.00).
4. **ARTICLE 5. SCOPE OF SERVICES** – the Agreement is hereby amended to include all the services indicated in Work Order Number 7, attached hereto as “Exhibit A”.
5. All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Third Amendment, shall remain in full force and effect.

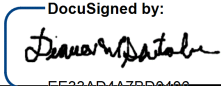

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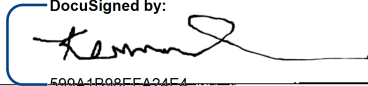
IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

Corporate Secretary or Witness:

Tetra Tech, Inc., a foreign for-profit corporation,
"Consultant":

By:  
EE33AD4A7BD0400...

By: 
509A1D98EFA24E4...

Print Name: Diana M Santander

Print Name: Kenneth Caban


Date: 1/16/2017

Date: 1/16/2017

ATTEST:

City of North Miami, a Florida municipal Corporation,
"City":

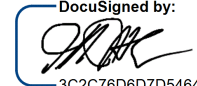
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Michael A. Etienne, Esq.
City Clerk

Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
3C2C76D6D7D5464

Jeff P. H. Cazeau, Esq.
City Attorney

RESOLUTION NO. 2016-R-134

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE THE AWARD OF 'WORK ORDER NO. 7: FILTER REHABILITATION OWNER'S ENGINEERING REPRESENTATIVE SERVICES DURING CONSTRUCTION', IN SUBSTANTIALLY THE ATTACHED FORM, TO TETRA TECH, INC., AS THE CITY'S OWNER REPRESENTATIVE FOR THE WINSON WATER TREATMENT PLANT IMPROVEMENT/UPGRADE PROJECT, IN ACCORDANCE WITH THE CITY OF NORTH MIAMI ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT AS AMENDED, AT A COST NOT TO EXCEED SIXTY-SIX THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS (\$66,655.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on June 1, 2011, the City of North Miami ("City") entered into an Architectural & Engineering Services Agreement ("Agreement") with Tetra Tech, Inc. ("Consultant"), to serve the City as Engineer Representative through the engineering, design and construction phases required for the improvements and upgrades of the Winson Water Treatment Plant, in accordance with the technical specifications, terms, and conditions contained in the *Request for Qualifications #33-10-11, Owner's Engineering Representative for the Winson Water Treatment Plant Improvement/Upgrade Project* ("RFQ"); and

WHEREAS, in accordance with the Agreement, as subsequently amended, Consultant has performed various tasks requested by the City consisting of Work Orders Nos. 1 through 6; and

WHEREAS, the City desires to include at least the following tasks and deliverables, as further delineated in the attached *Work Order No. 7: Filter Rehabilitation Owner's Engineering Representative Services During Construction*, dated June 28, 2016: 1) preconstruction conference, 2) construction schedule and budget tracking, 3) review of change order recommendations, 4) assistance during construction and startup, 5) construction progress and other meetings, and 6) additional related services (collectively referred hereto as "Work Order No. 7"); and

WHEREAS, Work Order No. 7 shall be completed at a cost not to exceed Sixty-Six Thousand Six Hundred Fifty-Five Dollars (\$66,655.00), within a time period of twelve (12) from the date this Resolution is adopted by the Mayor and City Council; and


WHEREAS, the City administration respectfully requests that the Mayor and City Council approve Work Order No. 7, in substantially the attached form, to continue to receive Consultant's technical assistance necessary for the improvements and upgrades to the Winson Water Treatment Plant.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

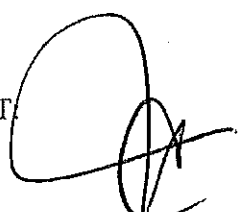
Section 1. Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to approve the award of *Work Order No. 7: Filter Rehabilitation Owner's Engineering Representative Services During Construction*, in substantially the attached form, to Tetra Tech, Inc., as the City's Owner Representative for the Winson Water Treatment Plant Improvement/Upgrade Project, in accordance with the City of North Miami Architectural & Engineering Services Agreement as amended, at a cost not to exceed Sixty-Six Thousand Six Hundred Fifty-Five Dollars (\$66,655.00).

Section 2. Effective Date. This Resolution shall be effective upon adoption.


PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 13th day of December, 2016.



DR. SMITH JOSEPH
MAYOR

ATTEST 

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Keys

Vote:

Mayor Smith Joseph, D.O., Pharm. D.

X (Yes) _____ (No)

Vice Mayor Alix Desulme

X (Yes) _____ (No)

Councilman Scott Galvin

X (Yes) _____ (No)

Councilwoman Carol Keys, Esq.

X (Yes) _____ (No)

Councilman Philippe Bien-Aime

X (Yes) _____ (No)

SCOPE OF SERVICES

CITY OF NORTH MIAMI WINSON WATER TREATMENT PLANT OWNER'S ENGINEERING REPRESENTATIVE:

WORK ORDER NO. 7: FILTER REHABILITATION OWNER'S ENGINEERING REPRESENTATIVE SERVICES DURING CONSTRUCTION (JUNE 28, 2016)

I. BACKGROUND

The Winson Water Treatment Plant was built in the early 1960s. The WTP provides lime softening treatment, filtration, and disinfection, along with onsite storage facilities. Water Use Permit No. Reissue 13-00059-W allows finished water production of 9.11 million gallons per day (MGD) by the WTP utilizing the Biscayne Aquifer as the water supply source. The improvements/upgrades are anticipated to include the following:

- Lime softening process upgrades,
- Accelerators,
- Filtration system,
- Residuals handling system (sludge),
- High service pumping,
- Pipe gallery,
- Finished water storage,
- Chemical feed systems,
- Operations building,
- Raw water wells and transmission piping, and
- Storage tank and booster pump station.

The City retained the assistance of an Owner's Engineering Representative (OER), Tetra Tech, to provide an independent review of the work that has been performed to date, to make recommendations for the next course of action, and to assist with technical assistance throughout the project. The OER Contract No. IWO #11-363(RCG) was awarded to Tetra Tech by the City Council at the April 26, 2011 meeting.

The following scope of work was identified for the OER in the Request for Qualifications and this proposal has been prepared to include these services during construction:

- Attend pre-construction meeting,
- Assist the City with construction schedule and budget tracking,
- Review of change order recommendations,
- Assist City with decisions on construction related issues, and
- Attend construction meetings.

II. SCOPE OF SERVICES

Task 1 – Services During Construction

Tetra Tech will provide OER services during the construction/rehabilitation of the filters at the Winson WTP. The construction period for this contract is anticipated to be twelve months.

Task 1.1 – Pre-construction Conference

Tetra Tech will review the pre-construction conference agenda, attend the pre-construction conference, and review the conference minutes.

Deliverable

Tetra Tech will provide comments on the pre-construction conference agenda and minutes and provide conference notes for inclusion in the minutes prepared by the design engineer.

Task 1.2 – Construction Schedule and Budget Tracking

Tetra Tech will track the project schedule and budget monthly. Tetra Tech will review the monthly approved pay requests in support of budget and schedule tracking. The schedule and budget tracking will be performed at the end of the first full week of every month, for the preceding month. Budget and schedule deviations will be identified and necessary remedial activities will be requested of the design engineer and construction contractor.

Deliverable

Tetra Tech will prepare a total of twelve schedule and budget tracking memoranda, which will identify schedule and budget deviations and necessary remedial activities identified by the design engineer and/or the construction contractor.

Task 1.3 – Review of Change Order Recommendations

Tetra Tech will assist with review of up to ten change orders for additional costs and/or schedule, once reviewed by the design engineer. Tetra Tech will also review any recommendations prepared by the design engineer related to change orders.

Deliverable

Memorandum or email providing summary comments on change orders, after review by the design engineer, as well as comments relating to recommendations made by the design engineer related to change orders.

Task 1.4 – Assistance During Construction and Startup

Tetra Tech will assist the City during construction and startup, including coordination of different parties, correspondence on behalf of the City to various parties, and tracking progress on submittals and review of those submittals by the design engineer. In addition, Tetra Tech will assist the City with interpretations and clarifications during construction.

Deliverable

Tetra Tech will provide copies of correspondence utilized during coordination, interpretations, clarifications, and tracking.

Task 1.5 – Construction Progress and Other Meetings

Tetra Tech will attend up to 24 construction progress meetings. Tetra Tech will also attend up to 6 other miscellaneous meetings. Most of these meetings will only be attended by one Tetra Tech staff member. However, additional staff will attend up to 10 meetings. Site visits will be conducted prior to or after the construction progress meetings.

Deliverable

Tetra Tech will provide meeting and site visit notes, if applicable, electronically for inclusion in meeting minutes prepared by the design engineer.

Task 2 – Additional Services Allowance

This task is for additional services beyond those services explicitly identified within Task 1. An additional services allowance amount of \$5,000 is provided for additional services. Written approval from the Public Works Department Director must be received to utilize this allowance.

III. COMPENSATION SUMMARY

The total time and material compensation for the Scope of Services described in Section II is \$66,665. The compensation for the Scope of Services by task is summarized below. Invoices will be submitted on a monthly basis.

Task	Cost
1 - Services During Construction and Startup	\$61,655
2 – Additional Services Allowance	\$5,000
Total (Time and Materials)	\$66,655

IV. SCHEDULE AND EXCLUSIONS

The schedule for this project is anticipated as follows:

Task	Duration
1. Services During Construction	12 months from NTP to selected contractor

This proposal excludes daily construction inspection and is based on the City providing a full-time inspector during construction.

Work and certifications required as part of the Florida Department of Environmental Protection State Revolving Fund reimbursements are not included in this proposal.

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
SERVICES AGREEMENT**

(RFQ 33-10-11; Work Order No. 1; Owner's Engineering Representative)

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT ("Agreement") is entered into this 1st day of JUNE, 2011, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Tetra Tech, Inc.**, a foreign for-profit corporation authorized to do business in the State of Florida, having its principal business office at 3475 E. Foothill Boulevard, Pasadena, CA 91107 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on March 4, 2011, the City of North Miami ("City") advertised *Request for Qualifications #33-10-11, Owner's Engineering Representative for the Winson Water Treatment Plant Improvement/Upgrade Project* ("RFQ"); and

WHEREAS, the purpose of the RFQ was to provide the City with a pool of qualified professional engineering firms from which to select and retain a single point of contact to serve the City as engineer representative through the engineering, design and construction phases required for the improvement and upgrade of the Winson Water Treatment Plant ("Services"), in accordance with the technical specifications, terms, and conditions contained in the RFQ; and

WHEREAS, the RFQ was undertaken in accordance with the State of Florida Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, Tetra Tech, Inc., submitted its sealed qualifications and was subsequently selected by City administration as the most qualified engineering firm for the provision of Services; and

WHEREAS, the Consultant has expressed the capability, willingness and expertise to perform the Services pursuant to RFQ requirements and conditions; and

WHEREAS, on April 26, 2011, the Mayor and City Council approved by Resolution, the selection of Tetra Tech, Inc., and further authorized the City Manager and City Attorney to negotiate and execute an agreement for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Request for Qualifications #33-10-11, Owner's Engineering Representative for the Winson Water Treatment Plant Improvement/Upgrade Project*, attached hereto by reference;

2.1.2 Consultant's proposal in response to the RFQ ("Proposal"), attached hereto by reference;

2.1.3 Consultant's Scope of Work dated May 18, 2011, attached hereto as Exhibit A;

2.1.3 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed One (1) week from the date the Notice to Proceed is issued by the City. The Consultant agrees that Services shall be performed on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed Time for Performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

ARTICLE 4 - COMPENSATION

4.1 The Consultant shall be compensated an amount not to exceed Five Thousand Nine Hundred Fifty Five and no/100 Dollars (\$5,955.00) for Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform professional Civil Engineering Services as more particularly described in Exhibit A. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 The Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

5.4 The Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 The Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within five (5) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 The Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit its subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents and deliverables developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records

Law, Chapter 119, Florida Statutes. In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within 10 days from the date the Agreement is terminated.

12.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: Tetra Tech, Inc.
Attn: Kenneth L. Caban
8550 NW 33 Street, Suite 101
Doral, FL 33122
Phone: (305) 632-8321
Fax: (954) 308-3512

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the

Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

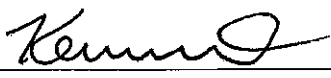
14.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Tetra Tech, Inc., a foreign for-profit corporation
"Consultant":

By: 

By: 

Print Name: Gustavo Morais

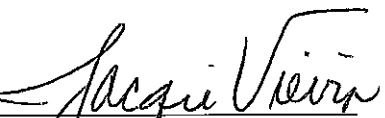
Print Name: KENNETH L. CABAN

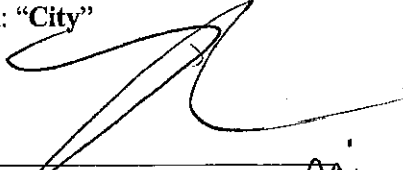

Date: June 1, 2011

Date: JUNE 1, 2011

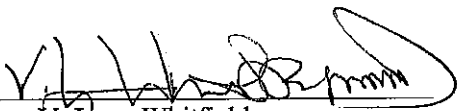
ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By: 
Jacqui Vieira
Acting City Clerk

By: 
Russell Benford
City Manager 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
V. Lynn Whitfield
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: Insurance Company of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER C: Chartis Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: Insurance Company of the State of PA	19429	INSURER C: Chartis Specialty Insurance Company	26883	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:
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INSURED Tetra Tech, Inc. 201 East Pine Street Orlando FL 32801 USA															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570042587134** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL4581561	10/01/2010	10/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 826 36 72	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			TH1000027	10/01/2010	10/01/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC014770806	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Contractor Prof			COP51952583 Prof/Pol Liab	10/01/2010	10/01/2011	Each Claim \$5,000,000 Aggregate \$5,000,000

Certificate No : 570042587134

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project Start Date: 10/01/11, Project End Date: 10/01/12. City of North Miami is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Auto Liability policies. Stop Gap Coverage for the following states: OH, WA, WY.

CERTIFICATE HOLDER City of North Miami Attn: Procurement Department 776 NE 125 Street North Miami FL 33161 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer and Corporate Risk Management Officer

BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E
201 E. PINE ST.
ORLANDO, FL 32801

Title Executive Vice President, CFO and Treasurer

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President, General Counlse and Secretary

SALIN, JANIS B
3475 E FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, Chief Executive Officer and President

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President and President of Resource Management and Energy

Chu, Ronald J
160 Federal Street
3rd Floor
Boston, MA 02110

Title Senior Vice President, Chief Information Officer

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PASADENA, CA 91107

Title Executive Vice President and President of Water, Environment and Infrastructure

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3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Human Resources

McDonald, Kevin P
3475 E. FOOTHILL BLVD.

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PASADENA, CA 91107

Title Senior Vice President, Corporate Controller

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Title Director

Smith, Albert E
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Title Director

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Truly, Richard H
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PASADENA, CA 91107

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Title Director

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Golden, CO 80401

Title SVP

BIAGI , JAMES Q, Jr.
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245
Louisville, KY 40222

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Report Year	Filed Date
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02/09/1996 – ANNUAL REPORT

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