

To: The Honorable Mayor and City Council

From: Ruby C. Johnson, Purchasing Department



Date: November 13, 2012

RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND TETRA TECH, INC., TO INCLUDE ADDITIONAL TECHNICAL ENGINEERING SUPPORT AND OTHER RELATED SERVICES FOR THE REHABILITATION AND UPGRADE OF THE WINSON WATER TREATMENT PLANT AND INTERRELATED WATER TRANSMISSION AND DISTRIBUTION SYSTEM, AT A COST NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to amend Tetra Tech, Inc's Contract No. 33-10-11 - Owners Engineering Representative (OER) Services for the Winson Water Treatment Plant by an additional \$400,000 for continued services throughout the duration of the water treatment rehab project.

BACKGROUND

RFP 33-10-11 was solicited, awarded and approved by Council in April of 2011 for an OER to assist with the technical assistance and project management of the water treatment rehab project. To date, staff has issued three (3) Work Orders to assist in the process of rehabbing the water plant. Staff is requesting to move forward with three (3) additional work orders as follows:

Work Order No. 4 – Review of basis design report for the WTP Rehabilitation and onsite raw water system improvements contract documents - \$29,440

Work Order No. 5 – Water Treatment Plant Rehabilitation Contract Document Review - \$161,965.00

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Tetra Tech Amendment

Work Order No. 6 - Water Treatment Plant Rehabilitation Construction Administration
est. - \$155,270

Additional funds in the amount of \$53,325.00 are also being requested in the event that additional services are needed for the completion of the project and will only be used if needed.

Attachments

Resolution
Amendment
Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND TETRA TECH, INC., TO INCLUDE ADDITIONAL TECHNICAL ENGINEERING SUPPORT AND OTHER RELATED SERVICES FOR THE REHABILITATION AND UPGRADE OF THE WINSON WATER TREATMENT PLANT AND INTERRELATED WATER TRANSMISSION AND DISTRIBUTION SYSTEM, AT A COST NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00); PROVIDING FOR AN EFFECTIVE DATE AND 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, on June 13, 2012, the Agreement was amended to include Work Order Number 2: *Filter Rehabilitation Contract Documents Review* and Work Order Number 3: *Bidding Assistance and Engineering Services During Rehabilitation of Six Biscayne Aquifer Public Water Supply Wells*, and further extended the Time for Performance to three (3) years from the effective date of the Amendment; and

WHEREAS, the City desires to include Work Order Number 4: *Review of Basis of Design Report for the WTP Rehabilitation and Onsite Raw Water System Improvements Contract Documents*, Work Order Number 5: *Water Treatment Plant Rehabilitation Contract Documents Review*, and Work Order Number 6: *Water Treatment Plant Rehabilitation Construction Administration*, as required for the rehabilitation and upgrades of the Winson Water Treatment Plant and water transmission and distribution system (“Services”); and

WHEREAS, it is estimated that the additional Services required will cost the City an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00), to be completed within the Time for Performance of three (3) years; and

WHEREAS, the City Administration respectfully requests that the Mayor and City Council approve the proposed Second Amendment, in substantially the attached form, to accomplish the improvements and upgrades of the Winson Water Treatment Plant and interrelated water transmission and distribution system.

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 execute a Second Amendment to Professional Services Agreement, in substantially the attached form, between the City of North Miami and Tetra Tech, Inc., to include additional technical engineering support and other related services for the rehabilitation and upgrade of the Winson Water Treatment Plant and interrelated water transmission and distribution system, at a cost not to exceed Four Hundred Thousand Dollars (\$400,000.00).

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of November, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

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

(RFQ 33-10-11; Work Order No. 4, 5, and 6; Owner's Engineering Representative)

THIS SECOND AMENDMENT TO ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT ("Second Amendment") is entered into this ____ day of _____, 2012, 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 ("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, the City desires to amend the Agreement to include additional services consisting of Work Order Number 4: *Review of Basis of Design Report for the WTP Rehabilitation and Onsite Raw Water System Improvements Contract Documents*, Work Order Number 5: *Water Treatment Plant Rehabilitation Contract Documents Review*, and Work Order Number 6: *Water Treatment Plant Rehabilitation Construction Administration*, as required for the rehabilitation and upgrades of the Winson Water Treatment Plant and water transmission and distribution system ("Services"); and

WHEREAS, on _____, 2012, the Mayor and City Council passed and adopted Resolution No. 2012-___, authorizing the City Manager to execute this Second Amendment for the required additional Services relating to the engineering, design and construction phases for the improvements and upgrades of the Winson Water Treatment Plant, at a cost not to exceed Four Hundred Thousand Dollars (\$400,000.00).

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

1. **Article 2. CONTRACT DOCUMENTS**- is hereby amended to include Work Order Number 4: *Review of Basis of Design Report for the WTP Rehabilitation and Onsite Raw Water System Improvements Contract Documents*, Work Order Number 5: *Water Treatment Plant Rehabilitation Contract Documents Review*, and Work Order Number 6: *Water Treatment Plant Rehabilitation Construction Administration*, as required for the rehabilitation and upgrades of the Winson Water Treatment Plant and water transmission

and distribution system. Work Orders 4, 5, and 6 (attached hereto as “Exhibit A”) are hereby incorporated into and made part of the Agreement.

2. **Article 4. COMPENSATION**- is hereby amended to include additional compensation for Services performed under Work Orders 4, 5, and 6 in the amount not to exceed Four Hundred Thousand Dollars (\$400,000.00).
3. **Article 5. SCOPE OF SERVICES**- is hereby amended to include the Services provided under Work Order Number 4: Review of Basis of Design Report for the WTP Rehabilitation and Onsite Raw Water System Improvements Contract Documents, Work Order Number 5: Water Treatment Plant Rehabilitation Contract Documents Review, and Work Order Number 6: Water Treatment Plant Rehabilitation Construction Administration.
4. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Second 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: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal
corporation: **“City”**

By: _____

Michael A. Etienne, Esq.
City Clerk

By: _____

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney

CITY OF NORTH MIAMI
OWNER'S ENGINEERING REPRESENTATIVE
TETRA TECH CONTRACT AMOUNT

This contract is to provide technical engineering support to the City of North Miami Public Works Department during the process of rehabilitating the Winson Water Treatment Plant and water transmission and distribution system. The contract is anticipated to contain numerous work orders, purchase orders for which are to be issued as the various work orders are needed. Below is a listing of the various work orders and their estimated amounts for the purpose of establishing an overall contract amount. The work orders and amounts shown below are for work anticipated as part of the existing lime softening water treatment plant rehabilitation. Additional work orders would be required for work to upgrade the water treatment plant process to include reverse osmosis or some other process.

Work Order No.	Description	Amount
1	Review Of Work Performed	\$5,995
2	Filter Rehabilitation Contract Documents Review And Construction Administration	\$57,460
3	Bidding Assistance And Engineering Services During Rehabilitation Of Six Biscayne Aquifer Public Water Supply Wells And Filter Rehabilitation	\$79,870
4	Review Of Basis Of Design Report For The WTP Rehabilitation And On-Site Raw Water System Improvements Contract Documents	\$29,440
5*	Water Treatment Plant Rehabilitation Contract Documents Review	\$161,965
6*	Water Treatment Plant Rehabilitation Construction Administration	\$155,270
TOTAL		\$490,000

* Estimated amounts

**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.

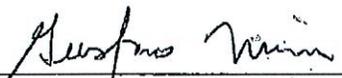
14.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

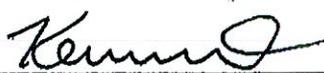
14.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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 Moraes

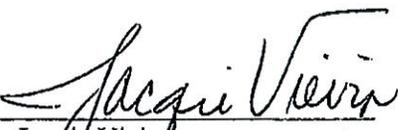
Print Name: KENNETH L. CABAN

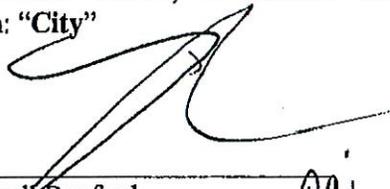
Date: June 1, 2011

Date: JUNE 1, 2011

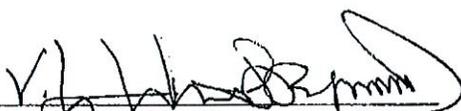
ATTEST:

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