

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

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

THIS SECOND AMENDMENT TO ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT ("Second Amendment") is entered into this 13th day of November, 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 November 13th, 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

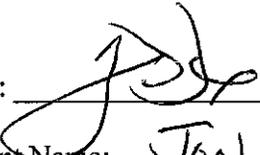
and distribution system. Work Orders 4, 5, and 6 (attached hereto as "Exhibit A") are hereby incorporated into and made part of the Agreement.

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.

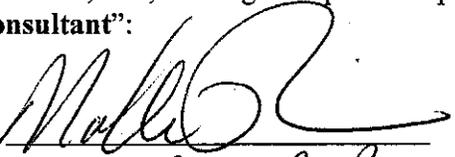
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IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:
Corporate Secretary or Witness:

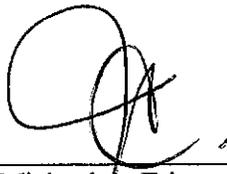
By: 
Print Name: JON D. FOX
Date: 10/25/12

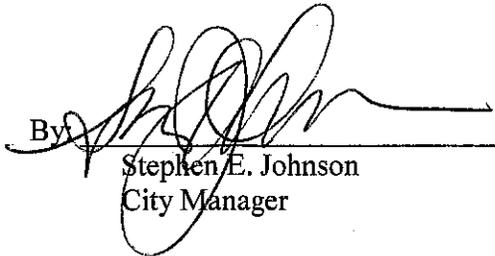
Tetra Tech, Inc., a foreign for-profit corporation
"Consultant":

By: 
Print Name: MAC A. RYNNING
Date: 10/25/12

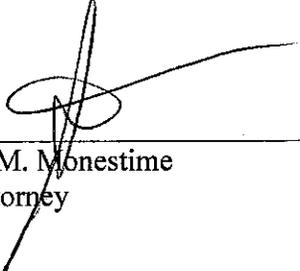
ATTEST:

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

By: 
Michael A. Etienne, Esq.
City Clerk

By: 
Stephen E. Johnson
City Manager *RS*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Regine M. Monestime
City Attorney