

**AMENDMENT TO
ARCHITECTURAL & ENGINEERING
SERVICES AGREEMENT**

(RFQ 33-10-11; Work Order No. 2 & 3; Owner's Engineering Representative)

THIS AMENDMENT TO ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT ("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 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 two (2) additional Work Orders for Filter Rehabilitation Contract Documents Review and for Bidding Assistance and Engineering Services of Six Biscayne Aquifer Public Water Supply Wells ("Services"); and

WHEREAS, on June 12, 2012, the Mayor and City Council passed Resolution No. 2012-_____, authorizing the City Manager to execute this Amendment for the required additional Services relating to the operations of the Winson Water Treatment Plant, at a cost not to exceed One Hundred Thirty Seven Thousand Three Hundred Thirty Dollars (\$137,330.00).

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 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. Such Work Orders (attached hereto as "Exhibit A") are hereby incorporated into and made part of the Agreement.
2. **Article 3. TIME FOR PERFORMANCE**- is hereby amended to extend the Time for Performance for three (3) years from the effective date of the Amendment.
3. **Article 4. COMPENSATION**- is hereby amended to include additional compensation for Services under Work Order Number 2, at an amount not to exceed Fifty Seven Thousand

Four Hundred Sixty Dollars (\$57,460.00); and Work Order Number 3, at an amount not to exceed Seventy Nine Thousand Eight Hundred Seventy Dollars (\$79,870.00).

4. **Article 5. SCOPE OF SERVICES-** is hereby amended to include the Services provided under 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.
5. All other terms and conditions of the Agreement (attached hereto as "Exhibit B") remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this 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: Sally M. Alfieri
Print Name: Sally M. Alfieri
Date: 7-5-12

By: JDF
Print Name: Jon D. Fox
Date: 7-5-12

ATTEST:

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

By: [Signature]
Michael A. Etienne, Esq.
City Clerk

By: [Signature]
Stephen E. Johnson
City Manager RS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Regine M. Monestime
for City Attorney