

**CONTINUING PROFESSIONAL CONSULTING AGREEMENT  
SERVICES AUTHORIZATION #16604(8)**

*THIS SERVICES AUTHORIZATION* is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida (CITY), and **Tetra Tech Inc.**, doing business locally at 201 E. Pine Street, Suite 1000, Orlando, Florida 32801 (CONSULTANT).

*WHEREAS*, the CITY and the CONSULTANT have previously entered into an agreement for the CONSULTANT's professional services (AGREEMENT) on January 14, 2013; and

*WHEREAS*, the CITY and the CONSULTANT shall refer to the AGREEMENT herein, and desire to have it incorporated by reference; and

*WHEREAS*, the CITY and the CONSULTANT now wish to memorialize their understanding for the CONSULTANT's professional services for Lift Stations #28, 54, 60 & 67 Improvements Project (PROJECT).

*NOW, THEREFORE*, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. SCOPE OF WORK**

The scope of work has been agreed to by the parties, and is attached hereto and incorporated herein by reference, as EXHIBIT I.

**II. FEE**

The not-to-exceed fee of \$259,106.32 has been agreed to by the parties, as set forth on EXHIBIT I.

### **III. TERM**

Consultant shall complete all work in accordance with the timeframes set forth in the scope of work, if any, provided however, that all work and the term of this SERVICES AUTHORIZATION shall be completed by the end of business (5:00 p.m.) eighty-nine (89) weeks from the date of the Notice to Proceed. It is also agreed that the CITY shall have an option for extension of this SERVICES AUTHORIZATION, as necessary to complete the present scope of services (EXHIBIT I) or to provide additional services.

### **IV. ENTIRE AGREEMENT**

This SERVICES AUTHORIZATION supersedes all previous authorizations, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the CONSULTANT that may have concerned the matters covered herein, except that this SERVICES AUTHORIZATION shall in no way supersede or amend the AGREEMENT or other authorizations except as specifically provided herein. No additions, alterations, or variations to the terms of this SERVICES AUTHORIZATION shall be valid, nor can the provisions of this SERVICES AUTHORIZATION be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by the parties. CONSULTANT acknowledges and agrees that any proposals or proposed agreements from subconsultants attached to this SERVICES AUTHORIZATION are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this SERVICES AUTHORIZATION, the CITY does not become a party thereto or bound by the terms thereof.

*IN WITNESS WHEREOF*, the parties hereto have executed this SERVICES AUTHORIZATION on the day and year first written above.

**City of Orlando, Florida,**  
a Florida municipal corporation

By: \_\_\_\_\_  
Mayor Pro Tem

Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Celeste T. Brown, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Michael S. O'Dowd  
Assistant City Attorney  
Orlando, Florida

**Tetra Tech, Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        }

COUNTY OF \_\_\_\_\_ }

*PERSONALLY APPEARED* before me, the undersigned authority, \_\_\_\_\_  
[ ] well known to me or [ ] who has produced \_\_\_\_\_ as identification, and  
known by me to be the \_\_\_\_\_ of the corporation named above, and acknowledged before  
me that he/she executed the foregoing instrument on behalf of said corporation as its true act and  
deed, and that he/she was duly authorized to do so.

*WITNESS* my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: