

AMENDMENT IV TO ENGINEERING SERVICES AGREEMENT

THIS AMENDMENT (“AMENDMENT”) 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), **Tetra Tech, Inc.**, doing business locally at 201 East Pine Street, Suite 1000, Orlando, Florida 32801 (ENGINEER).

WHEREAS, the CITY and the ENGINEER have previously entered into an agreement for the ENGINEER's professional services (Agreement) on May 9, 2022, concerning the Water Conserv II Water Reclamation Facility Preliminary Treatment System Improvements, Construction Engineering Inspection Services Project (Project); and

WHEREAS, the CITY and the ENGINEER have previously amended the Agreement by amendment dated October 5, 2023 (Amendment I); and

WHEREAS, the CITY and the ENGINEER have previously amended the Agreement by amendment dated July 25, 2024 (Amendment II); and

WHEREAS, the CITY and the ENGINEER have previously amended the Agreement by amendment dated June 6, 2025 (Amendment III); and

WHEREAS, the CITY and the ENGINEER wish to amend the Agreement as set forth herein; and

WHEREAS, the CITY and the ENGINEER now wish to memorialize their understanding for the ENGINEER's additional professional services for the 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 SERVICES

The additional scope of services 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 \$362,744.72 for the additional services has been agreed to by the parties, as set forth on EXHIBIT I.

III. TERM

ENGINEER 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 the

AMENDMENT shall be completed by the end of business (5:00 p.m.) on April 30, 2026. It is also agreed that the CITY shall have an option for extension of this AMENDMENT as necessary to complete the present scope of services (EXHIBIT I) or to provide additional services.

IV. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and ENGINEER hereby represents, warrants, and certifies that ENGINEER does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that ENGINEER has provided the Human Trafficking Affidavit attached hereto as EXHIBIT II.

V. ENTIRE AGREEMENT

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

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

City of Orlando, Florida

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

_____, 20____

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

_____, 20____

Mitchell L. Davis
Assistant City Attorney
Orlando, Florida

Tetra Tech, Inc.

By: _____

(Print Name)

Title: _____

Date: _____, 20____

STATE OF FLORIDA }

COUNTY OF }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name:

(Affix Notary Stamp or Seal Above)

____ Personally Known or ____ Produced Identification
Type of Identification Produced _____

Exhibit II

Human Trafficking Affidavit

The undersigned, on behalf of ENGINEER, hereby attests as follows:

- A. ENGINEER understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B. ENGINEER hereby attests, under penalty of perjury, that ENGINEER does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the ENGINEER. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Tetra Tech, Inc.

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____



January 5, 2026

Kristina L. Fries, PE
Project Manager II
City of Orlando Public Works Department
400 South Orange Avenue, 8th Floor
Orlando, Florida 32801-3302

Subject: Water Conserv II WRF PTS Improvements
Project #: 200-08510-22001

Dear Ms. Fries:

Please find attached a proposal for additional Construction Engineering and Inspection (CEI) services for the Water Conserv II Preliminary Treatment System (PTS) Improvements project. Attachment A includes the project scope and budget summary. Exhibit I of Attachment A includes budget details. Attachment B includes the subconsultants' proposals.

If you have any questions or wish to discuss this proposal, please do not hesitate to contact me.

Very Truly Yours,

Tetra Tech

A handwritten signature in blue ink, appearing to read 'K. Friedman', with a long horizontal flourish extending to the right.

Kevin Friedman, PE
Project Manager

Attachment

KMF/kf/Water Conserv II WRF PTS Improvements/Fries_20260105.docx

C: Jon Bundy, PE, Tetra Tech
Daniel L. Allen, PE, Tetra Tech

Attachment A

**CITY OF ORLANDO
WATER CONSERV II WRF PRETREATMENT SYSTEM
IMPROVEMENTS, RQS21-0417
ADDITIONAL CONSTRUCTION ENGINEERING INSPECTION SERVICES**

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The City of Orlando's Water Conserv II Water Reclamation Facility (WRF), located at 5420 L.B. McLeod Road, provides service to most of the southwest section of Orlando. The WRF is currently permitted to treat 25 million gallons per day (mgd) annual average daily flow (AADF). The existing preliminary treatment system and structure need replacement due to age and deterioration.

The original scope for this project was based on a construction period of 24 months. Previous change orders were approved to extend services through September 2025. This proposal is to provide an additional seven (7) months of services for the Pretreatment System Improvements project. This amendment will cover all services described herein through April 2026. The work in this proposal will be completed under the agreement dated May 9, 2022 between the City and Tetra Tech.

B. SCOPE OF SERVICES

Task 1: Project Management

Tetra Tech will continue to perform Project Management tasks; including but not limited to:

1. Prepare invoices and status reports on monthly basis.
2. Participate in calls with the CEI team, City, Contractor, and EOR as needed.
3. Keep records and files pertaining to the services. A complete record of construction files will be delivered to the City at the end of the project on an external hard drive.
4. Coordinate services and staffing within Tetra Tech's team including subconsultants.
5. Attend coordination meetings with the City, CEI team, Contractor, and EOR as necessary for project coordination outside of monthly progress meetings.

Task 2: Construction Management

Tetra Tech will continue to provide Construction Management services through a subconsultant, CPW Construction (See attached scope of services). The Construction Manager (CM) will serve as an extension of the City's staff and will perform the following services during construction of the project.

1. Coordinate communications between the City, EOR and Contractor.
2. Lead the Preconstruction Conference and construction progress meetings. The CM will prepare and provide meeting agendas and meeting minutes and distribute to the City, EOR and Contractor.
3. Review Pay Applications with the resident project representative (RPR) and Contractor and execute for processing to the City for payment. Advise Contractor in writing of comments or acceptance of submitted Pay Applications.
4. Clarifications and Interpretations: Receive from Contractor, Requests for Information or interpretation or relating to the acceptability of the work under the Construction Contract Documents (RFIs). Report to RPR, EOR and City regarding such RFIs. Report to EOR and City when clarifications and interpretations of the Construction Contract Documents are needed, whether as

Attachment A

the result of a Contractor RFI or otherwise. Transmit EOR's clarifications, interpretations, and decisions to Contractor.

5. Review and make recommendations on Change Proposals, Change Orders, work Change Directives, and Field Orders. Obtain backup material from Contractor. Execute Change Orders and standard City forms after coordination and acceptance by the City.
6. Review of as-built surveys provided by the Contractor with assistance from the RPR. Advise Contractor in writing of comments or acceptance of surveys.

Task 3: Resident Project Representative (RPR) Services

Tetra Tech will continue to provide the services of a full-time resident project representative (RPR) during construction of the project. RPR services as proposed are based on a work week of 5 days per week, 40 hours per week for an additional seven (7) months of construction (1,120 hours for Tetra Tech RPR). These services will primarily be covered by Tetra Tech staff with support from the City when needed. The duties and responsibility for the RPR are presented below.

1. Review schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with CM and EOR concerning acceptability of submitted schedules.
2. Attend meetings such as preconstruction conferences, progress meetings, Instrumentation System Supplier (ISS) meetings, and other project-related meetings.
3. Report to CM and EOR whenever RPR believes that any part of the work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such work should be corrected.
4. Coordinate with the materials testing company (Ardaman and Associates) and Contractor for the scheduling of testing required by the specifications. Observe the performance of field testing of soils, materials, coatings, etc. required by the specifications to assist in ascertaining that the type and frequency of tests have been performed and determine the acceptability of the results based on the contract specifications.
5. Advise the Construction Manager and the Contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved.
6. Inspections, Tests, and System Start-ups
 - a. Consult with Construction Manager, EOR and City in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of Owner's personnel, and that Contractor maintains adequate records.
 - c. Observe, record, and report appropriate details relative to test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for required inspections performed by public or other agencies having jurisdiction over the work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections, and report to Construction Manager, EOR and City.

Attachment A

7. Records

- a. Maintain files at the site for correspondence, copies of Construction Contract Documents including change proposals, change orders, field orders, work change directives, addenda, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved shop drawing and sample submittals, and other project-related documents.
 - b. Prepare a daily report, recording Contractor's hours on the site, Subcontractors present at the site, weather conditions, data relative to questions of change proposals, change orders, field orders, work change directives, or changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Construction Manager, City and EOR. Daily reports will include photos of major or critical work activities. Copies of daily reports will be sent to the City on a weekly basis.
 - c. Maintain daily photo records of construction activities illustrating the progress of the work as well as construction issues encountered.
 - d. On a weekly basis or after rain events (greater than ½-inch) walk the site to inspect silt fences, turbidity barriers, inlet protection devices, and other elements of stormwater pollution protection and identify deficiencies to the Contractor. Prepare and submit reports to the City on a weekly basis.
8. Review applications for payment with Contractor for compliance with the procedure for submission and forward with recommendations to Construction Manager, noting the work completed, and materials and equipment delivered at the site but not incorporated in the work.
 9. Certificates, Operation and Maintenance Manuals: During the course of the project, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the contract documents.
 10. Periodic review of redlines and as-built surveys provided by the Contractor.
 11. Participate in the Substantial Completion review with the Construction Manager, EOR, Owner, and Contactor, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 12. Participate in the Final Completion review with the Construction Manager, EOR, Owner, and Contactor, to determine completion of the work, and prepare a final punch list of items to be completed or corrected by Contractor. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Construction Manager, EOR and Owner concerning acceptance and issuance of Final completion.

C. ASSUMPTIONS

1. City has retained Black & Veatch as the EOR for the project during construction. Black & Veatch's services will generally include attendance at meetings and periodic site visits, reviews of contractor's requests for information (RFIs) and proposed substitutions, reviews and approvals of shop drawings, reviews and acceptance of equipment O&M manuals, and start-up and testing assistance. Black & Veatch will certify the project completion to FDEP and other permitting agencies.
2. Tetra Tech and its subconsultants shall not, as a result of observations of the work, supervise,

Attachment A

direct or have control over the work, nor shall Tetra Tech and the Construction Manager (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the contractor and its subcontractors, for security or safety at the Site, for safety precautions and programs incident to the work or any contractor's work in progress, for the coordination of the contractor's work, or for any failure of the contractor and its subcontractors to comply with Laws and Regulations applicable to the performing and furnishing of the work. Tetra Tech and the Construction Manager (including RPR) neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work, or any portion of the work, in accordance with the Construction Contract Documents.

3. Limitations of Authority:


Construction Manager and Resident Project Representative shall not:

- a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- b. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the work by Contractor or any other Constructor.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- e. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

D. COMPENSATION SUMMARY

The total not-to-exceed fee for the Scope of Services described above is \$362,744.72. All fees reflect a multiplier of 3.00 pursuant to the requirements set forth in the Tetra Tech/City Agreement. Exhibit I presents a detailed breakdown of the estimated hours and compensation for the Scope of Services.

| Task | Fee (\$) |
|------------------------------------------|---------------------|
| Task 1 - Project Management | \$17,296.80 |
| Task 2 - Construction Management | \$114,551.20 |
| Task 3 - Resident Project Representative | \$219,441.60 |
| Subconsultant Administration | \$11,445.12 |
| Total | \$362,744.72 |

|  | | Labor Plan | | | | | Exhibit I | | | |
|-----------------------------------------------------------------------------------|-----------------|----------------|-----------------|--------------|----------------------------|-----------------|-------------------|-------------------|------------|---------------------|
| | | 5 Resource | | | | | | | | |
| Water Conserv II - PTS Improvements | Bill Rate > | 276.00 | 266.82 | 195.93 | 88.98 | 262.50 | | | | |
| | Proj Area > | | | | | | | | | |
| Additional CEI services for the Water Conserv II PTS Improvements | | | | | | | | | | |
| Submitted to: City of Orlando (Attn: Kristi Fries) | | | | | | | | | | |
| Project Phases / Tasks | Total Labor Hrs | Client Manager | Project Manager | RPR | Construction Administrator | Schedule Review | Labor | Subs | ODCs | Task Pricing Totals |
| | | 1,184 | 24 | 40 | 1,120 | - | - | 236,738.40 | 126,006.32 | - |
| Task 1 - Project Management | 64 | 24 | 40 | - | - | - | 17,296.80 | - | - | 17,296.80 |
| 1.1 Project Coordination | 24 | | 24 | | | | 6,403.68 | | | 6,403.68 |
| 1.2 Project Meetings | 40 | 24 | 16 | | | | 10,893.12 | | | 10,893.12 |
| 1.3 Document Control | - | | | | | | | | | - |
| 1.4 Schedule Review | - | | | | | | | | | - |
| Task 2 - Construction Management | - | - | - | - | - | - | - | 114,551.20 | - | 114,551.20 |
| 2.1 Construction Management - CPW | - | | | | | | | 114,551.20 | | 114,551.20 |
| Task 3 - Resident Project Representative | 1,120 | - | - | 1,120 | - | - | 219,441.60 | - | - | 219,441.60 |
| 3.1 RPR - Tt | 1,120 | | | 1,120 | | | 219,441.60 | | | 219,441.60 |
| 3.2 RPR, Site Visits, and Field Inspections - CPW | - | | | | | | | | | - |
| Task 4 - Sub Administration | - | | | | | | | 11,455.12 | | 11,455.12 |
| Totals | 1,184 | 24 | 40 | 1,120 | - | - | 236,738.40 | 126,006.32 | - | 362,744.72 |

Attachment B
Subconsultant Proposals



December 30, 2025

Kevin Friedman, P.E.
Tetra Tech
201 East Pine Street, Suite 1000
Orlando, FL 32801

Via Email: Kevin.Friedman@tetrattech.com

Re: Construction Management Services
**City of Orlando - WCII WRF Pretreatment System Improvements
Amendment 3 – Additional Services October 2025 through April 2026**

Dear Kevin:

Please find our proposal attached, dated December 30, 2025, for additional construction management services for the City of Orlando WCII WRF Pretreatment System Improvements project. Services will be provided for an additional 7-month period from October 2025 through April 2026, as indicated, on a not-to-exceed basis for \$114,551.20.

Please call me at 321-436-0822 or e-mail me at cwatts@cpwconstruction.com at your convenience should you require additional information.

Very truly yours,

A handwritten signature in blue ink that reads "C.P. Watts".

Charlyn P. Watts
President

Enclosures



**SCOPE OF SERVICES and PROJECT BUDGET
LABOR ESTIMATE**

**City of Orlando
WC II WRF Pretreatment System Improvements
RQS21-0417**

Amendment 3 - Additional Services from October 2025 through April 2026

| Task Description | Project Manager | | Senior Inspector | | Total |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------|------------------|--------|---------------------|
| | \$184.76 | /Hr. | \$126.13 | /Hr. | |
| | Hrs. | \$ | Hrs. | \$ | |
| Construction Management Services (Additional 7 months contract time - October 2025 through April 2026) | | | | | |
| <p>Task 2 - Construction Management - The Construction Manager (CM) will serve as an extension of the City's staff and will perform the following services during construction of the project:</p> <ol style="list-style-type: none"> 1. Coordinate communications between the City, EOR and Contractor. 2. Lead preconstruction conference, construction progress meetings and specialty meetings. The CM will prepare and provide meeting agendas and meeting minutes and distribute to the City, EOR and Contractor. 4. Review Pay Applications with the resident project representative (RPR) and Contractor and execute for processing to the City for payment. Advise Contractor in writing of comments or acceptance of submitted Pay Applications. 5. Clarifications and Interpretations: Receive from Contractor, Requests for Information or interpretation or relating to the acceptability of the work under the Construction Contract Documents (RFIs). Report to RPR, EOR and City regarding such RFIs. Report to EOR and City when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit EOR's clarifications, interpretations, and decisions to Contractor. 6. Review and make recommendations on Change Proposals, Change Orders, work Change Directives, and Field Orders. Obtain backup material from Contractor. Execute Change Orders and standard City forms after coordination and acceptance by the City. 7. Review of as-built surveys provided by the Contractor with assistance from the RPR. Advise Contractor in writing of comments or acceptance of surveys. (The scope for this task is based on average of 20 hours per week.) | 620 | \$114,551.20 | 0 | \$0.00 | \$114,551.20 |
| TOTAL NOT-TO-EXCEED FEE | 620 | | 0 | | \$114,551.20 |

Schedule - For the purposes of assessing compensation, it has been assumed construction for this project will be completed by April 2026. If additional services are required from CPW Construction, Inc. beyond those described herein, additional funding will be requested and authorized via contract amendment.

Compensation - CPW Construction, Inc. will be compensated for the services described above at the billing rate shown. Work performed will be paid on a Not-to-Exceed basis. Payment for services rendered shall be in accordance with approved monthly invoices. CPW Construction, Inc. shall receive payment from Tetra Tech in accordance with the City of Orlando's "pay when paid" provisions.