

9432-01
Amd 2

**SECOND AMENDMENT
TO
PARCEL DESIGN AND REMEDIATION AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TETRA TECH, INC.**

THIS SECOND AMENDMENT to Agreement is made and entered into this 9 day of May 2014, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (“Owner”), and **TETRA TECH, INC.**, a Delaware corporation authorized to do business in Florida with offices located at 3475 Foothill Boulevard, Pasadena, California 91107 (the “DB Firm”).

WITNESSETH:

WHEREAS, on October 11, 2012, the City and DB Firm made and entered into City of Jacksonville Contract #9432-01 (the “Agreement”) for Remediation for Fifth and Cleveland Site Parts 2 and 3 (the “Project”); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, due to completed remediation activities under said Agreement, \$245,191.21 has been added to Pay Items Nos. 7.4, 17, 18, 38.06, 41, and 42 and \$254,652.88 has been deleted from various other Pay Items for a net reduction in the amount of the Agreement of \$9,461.71; and

WHEREAS, said Agreement should be amended by decreasing the maximum indebtedness by \$9,461.67 to a new maximum indebtedness not-to-exceed \$8,263,877.31, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and by this reference are made a part hereof and incorporated herein.

2. Paragraph 8.1 of said Agreement is amended, in part, by decreasing the maximum indebtedness by \$9,461.67 to a new total maximum indebtedness not-to-exceed \$8,263,877.31 and, as amended, shall read as follows:

“8.1 The Maximum Indebtedness of the Owner for all fees, reimbursable items, or other costs for Services provided by the DB Firm pursuant to this Agreement shall not exceed the sum of **EIGHT MILLION TWO HUNDRED SIXTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-SEVEN AND 31/100 DOLLARS (\$8,263,877.31)** for the term of this Agreement.

Should the Maximum Indebtedness decrease as a result of the failure of DB Firm to qualify for incentive payments or should the Parties fail to utilize the add alternates, the Agreement and the Maximum Indebtedness will be amended in writing to reflect same.”

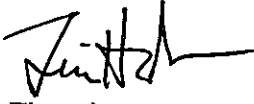
SAVE AND EXCEPT as hereby expressly amended in this instrument, all provisions, terms, and conditions of said Agreement of October 11, 2012 shall remain unchanged and in full force and effect.

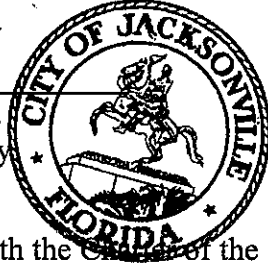
[Remainder of page left blank intentionally. Signature page follows immediately.]

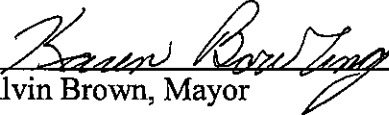
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

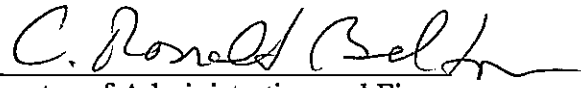

CITY OF JACKSONVILLE


J. Timothy Horkan
Corporation Secretary

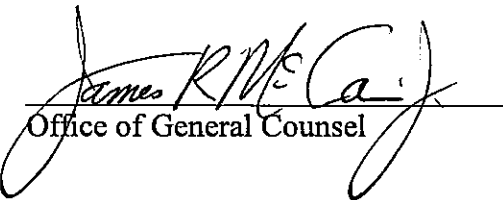



Alvin Brown, Mayor

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.


Director of Administration and Finance
City Contract #9432-01, Amd #2


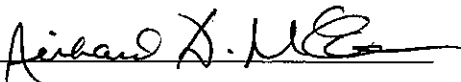
Form approved:

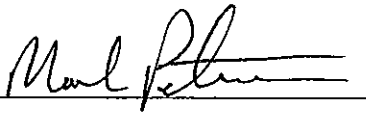

Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

AS WITNESSED

TETRA TECH, INC.

By: 
Name: Richard D. McCann

By: 
Name: Mark Peterson

Title: S.E. Region Operations Manager