



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**4600000033-A10**

ORIGINAL

## **AMENDMENT NO. 10**

**TO CONTRACT NO. 4600000033**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**TETRA TECH, INC.**

This **AMENDMENT NO. 10**, is entered into on FEB 23 2015, to that **CONTRACT** dated October 19, 2012 May 27, 1997, and amended on November 1, 1999 (A1), April 10, 2000 (A2), March 13, 2001, (A3), June 9, 2003 (A4), July 20, 2005 (A5), June 30, 2006 (A6), September 22, 2006 (A7), July 13, 2011 (A8) and September 25, 2012 (A9), between "the Parties," the South Florida Water Management District (**DISTRICT**), and Tetra Tech, Inc. (**BANKER**).

### **WITNESSETH THAT:**

WHEREAS, the **DISTRICT** secured the services of **BANKER** to design, permit and implement a mitigation bank site; and

WHEREAS, **AMENDMENT 1** extended the deadline for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A" Statement of Work; and

WHEREAS, **AMENDMENTS 2** and **3** authorized additional time for the **BANKER** to obtain the Permit; and

WHEREAS, **AMENDMENT 4** commemorated the assignment of the **CONTRACT** from Foster Wheeler Environmental Corporation to Tetra Tech FW, Inc, herein after referred to as the **BANKER**; and



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

WHEREAS, **AMENDMENT 5** commemorated the **BANKER'S** name change from Tetra Tech FW, Inc. to Tetra Tech EC, Inc.; and

WHEREAS, **AMENDMENT 6** extended the term of the **CONTRACT** to allow the **BANKER** time to achieve the mitigation bank success criteria called for under the **CONTRACT**; and

WHEREAS, **AMENDMENT 7** modified Exhibit A, Schedule A of the **CONTRACT**; which identified allowable expenses for the Parties; and

WHEREAS, **AMENDMENT 8** revised the Statement of Work by providing an alternative methodology for implementing and funding long term maintenance responsibilities and extended the period of performance by six (6) years; and

WHEREAS, **AMENDMENT 9** commemorated the **BANKER'S** assignment of the **CONTRACT** from Tetra Tech EC, Inc. to Tetra Tech, Inc., wherein Tetra Tech, Inc, assumed all right, title, interest in, and covenants to perform all the obligations of Tetra Tech EC, Inc.; and

WHEREAS, approximately eighty (80) acres of the Bank Site were not permitted but were included in the original Bank Site; and

WHEREAS, the **DISTRICT** now requests the **BANKER** to move forward with permitting and marketing credits on the approximately 80 acres;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated and made a part of this **AMENDMENT NO. 10**.
2. The term of the **CONTRACT** is hereby extended by three (3) years and the expiration date, as amended, is December 31, 2021. This **AMENDMENT NO. 10** shall be effective upon the date of execution by the Parties.



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

3. Exhibit "A", Statement of Work is hereby modified to add a second paragraph to Section I Overview, as follows: " The **DISTRICT** owns approximately 77 acres of land located in Palm Beach County, Florida, and more particularly described in Exhibit 1, made a part hereof ("Additional Lands"). The Parties acknowledge that the Additional Lands were included in the definition of "Site" in the preceding paragraph. However, by agreement of the parties, these lands were never permitted as part of the Bank or otherwise subject to the terms and conditions of this **CONTRACT**. The Parties now agree that the Additional Lands are hereby subject to the terms and conditions of the **CONTRACT**. The **BANKER** shall apply for applicable permits and is responsible for incorporating the Additional Lands into the Bank in accordance with the terms and conditions of the **CONTRACT**".

4. Article 4.1 is modified to read as follows: "The **BANKER** shall advise the **DISTRICT'S** Project Manager, the **DISTRICT'S** Finance Section Lead, and the **DISTRICT'S** Contract Specialist, via email return receipt, when any payments are made to the **DISTRICT**. **BANKER'S** payments and any attachments shall reference **DISTRICT'S** Contract Number 4600003180 and shall be sent by electronic transfer of funds to Sun Trust Bank:

DDA#1000037815106  
ABA#061000104

All communication regarding payments shall be via email to the following individuals:

Marjorie Moore, Project Manager	mmoore@sfwmd.gov
Lisa Schneider, Finance Section Lead	lschneid@sfwmd.gov
Marilyn Ivory, Contract Specialist	mivory@sfwmd.gov

All payments must reference the **BANKER'S** legal name as authorized to do business with the State of Florida.

If electronic funds transfer is not possible **BANKER** shall make its payments by cashier's check issued by the officer of a bank on the **BANKER'S** own account to the following address:

*South Florida Water Management District  
Attention Lisa Schneider  
P.O. BOX 16606  
West Palm Beach, FL 33416-6606*

**BANKER** must submit its payments in compliance with the requirements of this subsection and all other terms and conditions of this **CONTRACT**.



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

5. A new Article 13 is added and reads:

**"Public Records. BANKER'S Duties Regarding Public Records:**

**A. Compliance with Florida Laws:** **BANKER** must provide public access to all records concerning this **CONTRACT** according to applicable Florida laws including Chapter 119, Florida Statutes. If **BANKER** asserts any exemptions to Florida's public records laws, **BANKER** has the burden of establishing and defending the exemption. **BANKER'S** failure to comply with this section is a breach of this **CONTRACT**.

**B. Recordkeeping and Public Access:** If **BANKER** receives a request from any member of the public for records associated with this **CONTRACT**, the **BANKER** must promptly provide the requested records to the person requesting them and provide written notice to the **DISTRICT** of what was requested and what it provided to the requestor. In addition, **BANKER** must: (1) keep and maintain public records that ordinarily and necessarily would be required by the **DISTRICT** in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the **DISTRICT** would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no additional cost, to the **DISTRICT** all public records in possession of the **BANKER** upon termination of the **CONTRACT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **DISTRICT** in a format that is compatible with the information technology systems of the **DISTRICT**. At the conclusion of the **CONTRACT** with the **DISTRICT**, **BANKER** shall provide all applicable records associated with this **CONTRACT** in the format in which the applicable records currently are stored.

6. A new Article 14 is added and reads

**"Counterparts.** This **CONTRACT** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **CONTRACT** and any signatory hereon shall be considered for all purposes as original".

7. All other terms and conditions of the **CONTRACT** remain unchanged.

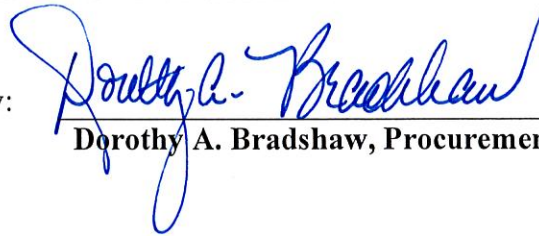


# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 10** on the date first written above.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:



Dorothy A. Bradshaw, Procurement Bureau Chief



## SFWMD OFFICE OF COUNSEL

BY:



PRINT

Frank Mender

DATE

2/5/11

## SFWMD PROCUREMENT APPROVED

BY:



DATE:

2/6/15



## TETRA TECH, INC.

By:



Title:

Unit President/Tetra Tech CFS

## ASSIGNMENT OF CONTRACT

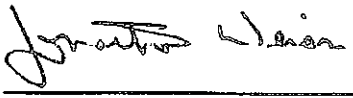
Tetra Tech EC, Inc. (hereinafter Assignor), hereby assigns all rights, title and interest in certain Agreement, described further in Exhibit A, to Tetra Tech, Inc. (hereinafter Assignee), parent company to Tetra Tech EC, Inc. **The effective date of this assignment shall be September 29, 2012.**

Assignee agrees to perform all covenants, conditions and obligations required by Assignor under said Agreement and to defend, indemnify and hold Assignor harmless from any liability or obligation under said Agreement. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforceability of the terms of said Agreement.

Dated this 25th day of September, 2012.

ASSIGNOR:

TETRA TECH EC, INC.


By: 

Print: Jonathan Weiss

Title: Executive Vice President

ASSIGNEE:

TETRA TECH, INC.

By: 

Print: Ed Bernstein

Title: Vice President

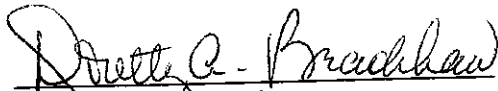
## EXHIBIT A

The undersigned hereby agrees to the Assignment from Tetra Tech EC., Inc (Assignor) to Tetra Tech Inc. (Assignee), in accordance with all aforementioned provisions, of the following contract:

### Contract Description:

South Florida Water Management District  
Dorothy Bradshaw, Bureau Chief – Procurement  
Marjorie Moore, Project Manager  
PO Box 24680  
West Palm Beach, FL 33416-4680  
4600000033/C-8301 - Loxahatchee Mitigation Bank  
Contract dates: 5/27/97 – 12/31/18

Client acceptance of contract assignment:

  
Dorothy A. Bradshaw  
Procurement Bureau Chief *on*

10-19-12  
Date



TETRA TECH

September 25, 2012

To Our Valuable Clients:

I am writing to inform you that on September 29, 2012, a portion of Tetra Tech EC, Inc. will be merged into its parent corporation, Tetra Tech, Inc., a publicly-traded corporation under the NASDAQ symbol TTEK. As a result of this merger, Tetra Tech, Inc. will assume all rights and obligations for a portion of Tetra Tech EC, Inc. I want to emphasize that this merger merely represents an integration of part of the Tetra Tech, Inc., wholly-owned subsidiary company, Tetra Tech EC. As such, we will maintain our commitment to continuously improve the level of service that you have come to expect from Tetra Tech EC. There will be no cost impact to you as a result of this merger. Beginning with the September 29, 2012 merger date, the personnel and services you have been familiar with from Tetra Tech EC will continue in full force and effect as Tetra Tech, Inc. A formal contract assignment is attached hereto.

Please note our remit to address has changed to the following:

**Tetra Tech, Inc.  
P.O. Box 902213  
Denver, CO 80291-2213**

Should you have any questions, please don't hesitate to call me at 303.980.3573 or via email to [don.wilson@tetratech.com](mailto:don.wilson@tetratech.com). I would be happy to provide you with additional information concerning this change.

Sincerely,  
Tetra Tech, Inc.

Don A. Wilson  
Director of Project Services

cc: Jonathan S. Weiss, President





## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 14, 2011

Mr. Jonathan Weiss  
Tetra Tech EC, Inc.  
759 south Federal Highway, Suite 100  
Stuart, FL 34994-2936

Dear Mr. Weiss:

**Subject: Contract # 4600000033 - A08 / C - 8301 - A08**

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Greer", is written over a yellow rectangular highlight.

Linda Greer, CPPB  
Senior Contract Specialist  
Procurement Bureau  
lgreer@sfwmd.gov  
(561) 682-6396  
FAX: (561) 681-6275

LG/cdl

Enclosure

c: Procurement/Original File



ORIGINAL

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**C-8301-A08**

**AMENDMENT NO. 08**

**TO CONTRACT C-8301**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**TETRA TECH EC, INC.**

This **AMENDMENT NO. 8** is entered into on JUL 13 2011, 2011 to that **CONTRACT** dated May 27, 1997, and amended on November 1, 1999, April 10, 2000, March 13, 2001, June 9, 2003, July 20, 2005, June 30, 2006, and September 22, 2006 by and among the "Parties", the South Florida Water Management District (the "**DISTRICT**") and Tetra Tech EC, Inc. (**BANKER**).

WHEREAS, the **BANKER** has submitted a permit modification application package to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers which address the long-term management plan for the **BANK**; and

WHEREAS, all permit modifications require **DISTRICT** approval prior to being submitted to the FDEP by **BANKER**; and

WHEREAS, such permit modification application includes the language stating "Attainment of all success criteria and release of final credits will initiate the long-term management phase of the Bank."; and

WHEREAS, the Mitigation Banking Instrument provides that "The **BANKER** also will be responsible for long-term management activities until credit sales are complete and the **BANK** permits are transferred to the **DISTRICT**"; and

WHEREAS, Exhibit A. Section III.B.Part II, paragraph 5 to the **CONTRACT** and the FDEP permit no. 0140969-001 provide that the **BANKER** is obligated to maintain the Bank Site until such time as the banking operations are complete and the Bank Site has achieved 100% success; and

WHEREAS the **BANKER** is anticipating that 100% success on the Bank Site will be achieved prior to the completion of all credit sales; and



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

WHEREAS, this **AMENDMENT NO. 8** to the **CONTRACT** amends the Exhibit "A" Statement of Work by providing an alternative methodology for implementing and funding long term maintenance responsibilities following the date on which the **DISTRICT** has determined that the Bank site has achieved 100% success and the long-term management fund is properly established and fully funded by the **BANKER**, but prior to the completion of all banking operations including final sale of all Bank Credits; and

WHEREAS, the parties desire to extend the term of the **CONTRACT** by six (6) years;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated and made a part of this **AMENDMENT NO. 8**.
2. Exhibit "A", Paragraph III.A, Part I, subparagraph 4, the last sentence is deleted and replaced by the following: "Any proposed amendment of the Package/Prospectus and MBL, including but not limited to determining the dollar amount of the long term management trust fund, as described in Paragraph III.B, Part II, subparagraph 3 below, shall also follow the above review and approval procedure."
3. Exhibit "A", Paragraph III.B, Part II, subparagraph 6 is hereby deleted and replaced with the following: "At such time as 100% success has been achieved according to the terms of the Permit and following final written acceptance of the Project by the District in accordance with subparagraph 5 above, but prior to the final sale of all Bank Credits by the Banker, the Banker shall continue to operate the Bank and maintain the Site in accordance with the terms of the Contract and Permit until such time as all Bank Credits have been sold. During this period, the long term management costs will be paid for by the Banker from the District's Share of the "Gross Revenue" (defined in Paragraph IV.B below). In the event (1) the Banker has not yet met its full obligation for distribution of revenue in the cumulative amount of \$2,871,311 for District recovery of land acquisition and administrative costs in accordance with Exhibit A, paragraph IV.A at the time long term management costs are incurred by Banker, or (2) the Banker's long term management costs exceed the then current distribution of Net Revenues to the District as defined in Schedule A, Paragraph (E), the Banker shall be responsible for paying the long term management costs and shall recover these costs from future distributions, if any, of remaining Net Revenues to the District.
4. Exhibit "A", Paragraph III.B, Part II, is hereby modified to add a new subparagraph 7 as follows: "Long-term management activities paid for by Banker using the District's Share as described in subparagraph 6 above shall be limited to those activities included in the long-term management plan approved in the Permit. The Banker shall prepare an Annual Work Plan as follows:
  - a. Preparation of Annual Work Plan - During the term of the Agreement, an Annual Work Plan will be prepared by Banker on or about March 15 of



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

each year for review and approval by the District, which approval shall not be unreasonably withheld. The Annual Work Plan shall include, but not be limited to, the activities referenced in the long-term management plan of the Permit. The Annual Work Plan shall also include a budget detailing all costs for the upcoming year including a reasonable contingency. Banker shall be required to obtain District approval, not to be unreasonably withheld, in advance of incurring expenses that exceed the budgeted costs in any given year. Prior to the development of the work plan and budget, an annual meeting shall be held between the District and Banker to evaluate the previous year's accomplishments and discuss proposed activities for the upcoming year. At the election of the District and with the approval of the Banker, which approval shall not be unreasonably withheld, the work plan may incorporate the utilization of District staff based on District staff availability and capability in lieu of hiring third party contractors and in order to reduce costs.

- b. Evaluation of Performance under the Annual Work Plan – The parties shall monitor the performance of all maintenance activities under the mutually agreed to Annual Work Plan. In the event either party identifies a need for any adjustments to be made in the allocation of work plan responsibilities due to unsatisfactory performance, this need shall be immediately brought to the attention of the other party so that agreement can be reached on a mutually agreeable and expeditious remedy. Such remedy may include, but is not limited to, the replacement of staff provided that the basis for such replacement is not discriminatory or for any other reason contrary to law.
- c. Review of Annual Work Plan Documentation: The District maintains the right to review all quotations, bids, proposals, work orders, invoices and opportunities to participate in pre-bid meetings and inspections with contractors.

5. Exhibit "A", Paragraph III.B, Part II, is hereby modified to add a new subparagraph 8 as follows: "At such time as all Bank Credits have been sold by the Banker and the Permit has been transferred to the District, the District shall then assume full responsibility for performing long-term maintenance on the site in accordance with the Permit requirements. The expenses to accomplish long-term management and maintenance by the District shall be paid from the Management Fund established and endowed by the Banker."

6. Exhibit "A", Paragraph VIII.G is hereby deleted and replaced with the following: "At such time as all Bank Credits have been sold by the Banker and the Permit has been transferred to the District, the District shall be responsible for performing long-term maintenance upon the Site as shall be required in conformity with the Permit issued for the Site. The reasonable expenses to accomplish long term



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

maintenance shall be paid from the Management Fund which shall be established and endowed by the Banker.”


7. Article 2, TERM OF THE CONTRACT, is hereby amended to extend the term by six (6) years through December 31, 2018.

8. This **AMENDMENT NO. 8** is entered into at no cost to the **DISTRICT** and all other terms and conditions of the **CONTRACT** remain unchanged.

The Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 8** on the date first written above.

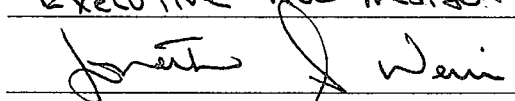
## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Accepted By:

  
~~Jessica Hattmann, Procurement Director~~  
Dorothy BRASHAW sm

## TETRA TECH EC, INC.

Accepted By:

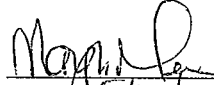
Executive Vice President  


Title:

## SFWMD PROCUREMENT APPROVED

BY:

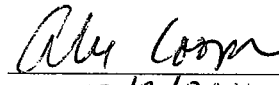
DATE:

  
5/27/11

## SFWMD OFFICE OF COUNSEL APPROVED

BY:

DATE:

  
5/31/2011



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

**ADM 28-06**

November 2, 1999

**RECEIVED**

Mr. Jonathan S. Weiss  
Foster Wheeler Environ Corp  
759 S. Federal Highway Suite 100  
Stuart, FL 34994-2936

**NOV - 3 1999**  
Save Our Rivers  
Initials: \_\_\_\_\_

**Subject: Contract No. C-8301-A1**  
**Mitigation Bank - Loxahatchee**

Dear Mr. Weiss:

Enclosed please find one (1) fully executed copy of the above referenced amendment. If you have any questions, please contact me at (561) 682-6384.

Thank you for your efforts on behalf of the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary L. Meier", is written over a horizontal line.

Mary L. Meier  
Contracts Manager  
Procurement Division

/DLK  
Enclosure

c: Original File

A large, solid black rectangular redaction mark covers a portion of the document, likely obscuring sensitive information.

### **GOVERNING BOARD**

Michael Collins, *Chairman*  
Michael D. Minton, *Vice Chairman*  
Mitchell W. Berger

Vera M. Carter  
Gerardo B. Fernandez  
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.  
Harkley R. Thornton  
Trudi K. Williams

### **EXECUTIVE OFFICE**

Frank R. Finch, P.E., *Executive Director*  
James E. Blount, *Chief of Staff*



**ORIGINAL**

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**C-8301-A1**

**AMENDMENT NO. 1**

**TO CONTRACT NO. C-8301**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**FOSTER WHEELER ENVIRONMENTAL CORPORATION**

This **AMENDMENT NO. 1**, entered into on \_\_\_\_\_, to that **CONTRACT** dated May 27, 1997, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Foster Wheeler Environmental Corporation (**BANKER**).

## **WITNESSETH THAT:**

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The second and third paragraphs under Article 7.1 titled "Termination/Remedies and Contract Completion" are hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, two references to the date "December 31, 1999" are hereby deleted and replaced with the new date "March 30, 2000".
2. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.
3. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:

Sheryl G. Wood  
Sheryl G. Wood, Procurement Director

### SFWMD PROCUREMENT APPROVED

By:

[Signature] (S)

Date:

10/14/99

## FOSTER WHEELER ENVIRONMENTAL CORPORATION

By:

[Signature]

Title:

Director of Operations





## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

**ADM 28-06**

April 3, 2000

Mr. Jonathan Weiss, Regional Director  
Foster Wheeler Environmental Corporation  
759 South Federal Highway  
Stuart, FL 34994-2936

**Subject: Contract No. C-8301-A2  
Loxahatchee Mitigation Bank**

Dear Mr. Weiss:

Enclosed are two (2) copies of the subject amendment. Please have them signed by an individual with signature authority on behalf of your organization, and return both copies to my attention. Do not date the documents; a fully signed and dated amendment will be returned to you upon execution by the District.

Kindly return the executed documents within **ten (10) business days** of receipt. Please include documentation to demonstrate official delegation of signature authority on behalf of your firm up to the contract monetary limits.

Note that this amendment is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, please contact me at (561) 682-6384.

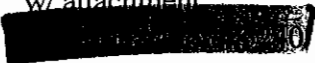
Sincerely,

A handwritten signature in black ink, appearing to read "Mary L. Meier", is written over a horizontal line.

Mary L. Meier  
Contracts Manager  
Procurement Division

/DLK  
Enclosure

c: w/ attachment



### GOVERNING BOARD

Michael Collins, *Chairman*  
Michael D. Minton, *Vice Chairman*  
Mitchell W. Berger

Vera M. Carter  
Gerardo B. Fernandez  
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.  
Harkley R. Thornton  
Trudi K. Williams

### EXECUTIVE OFFICE

Frank R. Finch, P.E., *Executive Director*  
James E. Blount, *Chief of Staff*



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-8301-A2

AMENDMENT NO. 2

TO CONTRACT NO. C-8301

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

FOSTER WHEELER ENVIRONMENTAL CORPORATION

This **AMENDMENT NO. 2**, entered into on \_\_\_\_\_, to that **CONTRACT** dated May 27, 1997, as amended on November 1, 1999, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Foster Wheeler Environmental Corporation (**BANKER**).

## WITNESSETH THAT:

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline a second time for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The second and third paragraphs under Article 7.1 titled "Termination/Remedies and Contract Completion" are hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, two references to the date "March 30, 2000" are hereby deleted and replaced with the new date "June 30, 2000".
2. Article 5.1 of the **CONTRACT** is hereby amended by designating Jonathan Weiss as the new Project Manager for the **BANKER**. The address and phone number remain unchanged.



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

3. This **AMENDMENT NO. 2** shall be at no additional cost to the **DISTRICT**.
4. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 2** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

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

**Mary L. Meier, Acting Procurement Director**

**SFWMD PROCUREMENT APPROVED**

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

Date: \_\_\_\_\_

**FOSTER WHEELER ENVIRONMENTAL  
CORPORATION**

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

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



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

February 27, 2001

Mr. Jonathan S Weiss  
Foster Wheeler Environmental Corporation  
759 S Federal Highway, Suite 100  
Stuart, FL 34994-2936

**Subject: Contract No. C-8301**  
**Mitigation Bank - Loxahatchee**

Dear Mr. Weiss:

Enclosed are two (2) copies of the subject amendment. Please have them signed by an individual with signature authority on behalf of your organization, and return both copies to my attention. Do not date the documents; a fully signed and dated amendment will be returned to you upon execution by the District.

Kindly return the executed documents within **ten (10) business days** of receipt. Please include documentation to demonstrate official delegation of signature authority on behalf of your firm up to the contract monetary limits.

Note that this amendment is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, please contact me at (561) 682-6384.

Sincerely,

Mary L. Meier  
Contracts Manager  
Procurement Department

/DLK  
Enclosure

c: w/ attachment

RECEIVED

MAR - 1 2001

Save Our  
Int.

### GOVERNING BOARD

Michael Collins, *Chairman*  
Michael D. Minton, *Vice Chairman*  
Mitchell W. Berger

Vera M. Carter  
Gerardo B. Fernandez  
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.  
Harkley R. Thornton  
Trudi K. Williams

### EXECUTIVE OFFICE

Frank R. Finch, P.E., *Executive Director*  
James E. Blount, *Chief of Staff*



ORIGINAL

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**C-8301-A3**

**AMENDMENT NO. 3**

**TO CONTRACT NO. C-8301**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**FOSTER WHEELER ENVIRONMENTAL CORPORATION**

This **AMENDMENT NO. 3**, entered into on \_\_\_\_\_, to that **CONTRACT** dated May 27, 1997, as amended on November 1, 1999 and April 10, 2000, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Foster Wheeler Environmental Corporation (**BANKER**).

## **WITNESSETH THAT:**

WHEREAS, the **CONTRACT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend Article 7 under the **CONTRACT** to extend the deadline a second time for the **BANKER** to obtain all necessary permits, defined as the "Permit" under paragraph III (A) (3) in Exhibit "A", Statement of Work, of the **CONTRACT**;

NOW THEREFORE, the **DISTRICT** and the **BANKER**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The second and third paragraphs under Article 7.1 titled "Termination/Remedies and Contract Completion" are hereby amended to authorize additional time for the **BANKER** to obtain the Permit. Accordingly, two references to the date "June 30, 2000" are hereby deleted and replaced with the new date "September 30, 2000".
2. This **AMENDMENT NO. 3** shall be at no additional cost to the **DISTRICT**.
3. All other terms and conditions of the **CONTRACT**, as amended, remain unchanged.



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 3** on the date first written above.

## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
**Jessica Flathmann, Acting Procurement Director**

**SFWMD** PROCUREMENT APPROVED

By: \_\_\_\_\_  
Date: 2/23/2001

## **FOSTER WHEELER ENVIRONMENTAL CORPORATION**

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

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



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

**ADM 28-06**

June 11, 2003

Mr. Jonathan S. Weiss  
Foster Wheeler Environmental Corporation  
759 South Federal Highway Suite 100  
Stuart, FL 34994-2936

Dear Mr. Weiss:

**Subject: Contract No. C-8301-A04  
Mitigation Bank Loxahatchee**

Enclosed please find one (1) fully executed copy of the above referenced amendment.  
If you have any questions, please contact me at (561) 682-6384.

Thank you for your efforts on behalf of the District.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Meier".

Mary Meier  
Contract Manager  
Procurement Department

/JM

Enclosure

c: Procurement Original File  
Alex Quintero, 6611  
Marjorie Moore, 7320 ✓

**RECEIVED**

**JUN 16 2003**  
Save Our Rivers  
Initials: \_\_\_\_\_

### GOVERNING BOARD

Trudi K. Williams, P.E., *Chair*  
Lennart E. Lindahl, P.E., *Vice-Chair*  
Donald R. Boush, *Thames*

Michael Collins  
Hugh M. English  
Cynthia R. Fennell, *Chair*

Patrick J. Gleason, Ph.D., P.G.  
Nicolas J. Gutierrez, Jr., Esq.  
Hedley B. Thornton

### EXECUTIVE OFFICE

Henry Dean, *Executive Director*





# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT**

**C-8301-A04**

**AMENDMENT NO. 04**

**ASSIGNMENT OF CONTRACT**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**FOSTER WHEELER ENVIRONMENTAL CORPORATION**

**AND**

**TETRA TECH FW, INC.**

This **ASSIGNMENT** is entered into on JUN 09 2003, 2003 to that **CONTRACT** dated May 27, 1997, and amended on November 1, 1999, April 10, 2000 and March 13, 2001, by and among the "Parties", the South Florida Water Management District (the "**DISTRICT**"), Foster Wheeler Environmental Corporation ("**ASSIGNOR**") and Tetra Tech FW, Inc. ("**ASSIGNEE**").

WHEREAS, **ASSIGNEE** has pursuant to the terms of an Asset Acquisition Agreement, purchased the entire assets of **ASSIGNOR**, including those assets of **ASSIGNOR** involved in the performance of the **CONTRACT**, on March 7, 2003 (hereinafter referred to as "the Acquisition"); and

WHEREAS, as a result of the Acquisition, the parties agree that **ASSIGNOR** needs to transfer its entire right, title, interest and obligations under the **CONTRACT** to **ASSIGNEE**; and

WHEREAS, the **ASSIGNEE** has acquired all assets and liabilities of the **ASSIGNOR** thereby creating the need for this assignment; and

WHEREAS, the **ASSIGNEE** has agreed to exclusively assume all right, title, interest and responsibility of the **ASSIGNOR** in the **CONTRACT**;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT**

1. **ASSIGNOR** and **ASSIGNEE**, each represent and warrant to the **DISTRICT** that, under the terms of the Acquisition, **ASSIGNEE** is entitled to assume the entire right, title, interest and obligations of **ASSIGNOR** under the **CONTRACT**.
2. **ASSIGNOR** and **ASSIGNEE**, each represent and warrant to the **DISTRICT** that the Acquisition has received the appropriate regulatory approval(s) from any and all applicable governmental agencies, if required.
3. **ASSIGNOR** and **ASSIGNEE**, each, represent and warrant to the **DISTRICT** that **ASSIGNEE** has the applicable licenses, authority to conduct business, and permits to perform the **CONTRACT** in its own name.
4. This **ASSIGNMENT** shall be effective upon execution of this **ASSIGNMENT**. **ASSIGNOR** hereby irrevocably assigns, conveys and otherwise entirely transfers to **ASSIGNEE** all of the former's right, title interest and responsibility under the **CONTRACT**. Further, the **ASSIGNOR** irrevocably delegates the performance of all duties under the **CONTRACT** to the **ASSIGNEE**.
5. **ASSIGNEE** hereby assumes all right, title, interest in, and covenants to perform all the obligations of the **ASSIGNOR** under the **CONTRACT**.
7. All other terms and conditions of the **CONTRACT** remain unchanged.



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT ASSIGNMENT**

The Parties or their duly authorized representatives hereby execute this **ASSIGNMENT** on the date first written above.

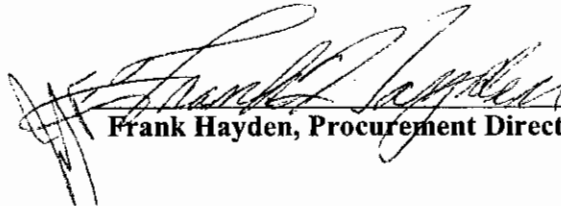
**SFWMD** PROCUREMENT APPROVED

BY: 

DATE: April 24, 2003

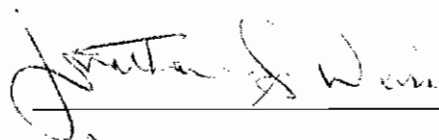
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

Accepted By:

  
**Frank Hayden, Procurement Director**

**FOSTER WHEELER ENVIRONMENTAL  
CORPORATION, ASSIGNOR**

By:

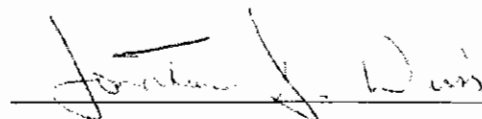


Title:

Director

**TETRA TECH FW, INC., ASSIGNEE**

By:



Title:

Director



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

July 25, 2005

Mr. Thomas Malone  
Tetra Tech EC, Inc.  
759 South Federal Highway  
Suite 100  
Stuart, FL 34994

Dear Mr. Malone:

**Subject: Contract # C-8301-A05  
MITIGATION BANK-LOXAHATCHEE**

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary L. Meier".

Mary L. Meier  
Compliance Manager/Sr Negotiator  
Procurement Department  
[mmeier@sfwmd.gov](mailto:mmeier@sfwmd.gov)  
(561) 682-6384  
FAX: (561) 681-6275

MM/pw

Enclosure

c: ~~Marjorie Moore, MSC 7320, w/ attachment~~  
Procurement/Original File, w/ attachment

### GOVERNING BOARD

Kevin McCarty, *Chair*  
Irela M. Baguè, *Vice-Chair*  
Pamela Brooks-Thomas

Alice J. Carlson  
Michael Collins  
Nicolás J. Gutierrez, Jr., Esq.

Lennart E. Lindahl, P.E.  
Harkley R. Thornton  
Malcolm S. Wade, Jr.

### EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-8301-A05

AMENDMENT NO. 05

ASSIGNMENT OF CONTRACT

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TETRA TECH EC, INC.

This **AMENDMENT NO. 5** is entered into on JUL 20 2005, 2005 to that **CONTRACT** dated May 27, 1997, and amended on November 1, 1999, April 10, 2000, March 13, 2001 and June 9, 2003, by and among the "Parties", the South Florida Water Management District (the "**DISTRICT**") and Tetra Tech EC, Inc. (**BANKER**)

WHEREAS, **BANKER** has changed its corporate name from Tetra Tech FW, Inc. to Tetra Tech EC, Inc.; and

WHEREAS, as of February 3, 2005 the **BANKER** has filed with the Florida Department of State under the new name Tetra Tech EC., Inc; and

WHEREAS this is solely a corporate name change and does not involve any transfer of assets;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. **BANKER** hereby represents that the change to Tetra Tech EC, Inc. is solely a corporate name change and that there has been no transfer of assets or liabilities. All right, title, interest and responsibility for carrying out all contractual and legal obligations set forth in the **CONTRACT** are hereby assumed by Tetra Tech EC, Inc.
2. **BANKER** further represents that it has all applicable licenses, authority to conduct business, and permits to perform the **CONTRACT** under the new name of Tetra Tech EC., Inc.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

3. This **AMENDMENT NO. 5** is entered into at no cost to the **DISTRICT**.
4. All other terms and conditions of the **CONTRACT** remain unchanged.

The Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 5** on the date first written above.

SFWMD PROCUREMENT APPROVED

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

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

*Frank Hayden*  
Frank Hayden, Procurement Director

**TETRA TECH EC, INC.**

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

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

*Jonathan L. Wain* 7/18/05  
Vice President



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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RECEIVED  
JUL 13 2006

Save Our Rivers  
Initials: \_\_\_\_\_

June 30, 2006

Mr. Jonathan S. Weiss  
Tetra Tech EC, Inc.  
759 South Federal Highway, Suite #100  
Stuart, FL 34994-2936

Dear Mr. Weiss:

**Subject: Contract # C-8301  
MITIGATION BANK - LOXAHATCHEE**

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary L. Meier".

Mary L. Meier  
Compliance Manager/Sr Negotiator  
Procurement Department  
mmeier@sfwmd.gov  
(561) 682-6384  
FAX: (561) 681-6275

MM/pd

Enclosure

c: Ms. Marjorie Moore MSC 7320  
Procurement/Original File

### GOVERNING BOARD

Kevin McCarty, *Chair*  
Irela M. Bagué, *Vice-Chair*  
Miya Burt-Stewart

Alice J. Carlson  
Michael Collins  
Nicolás J. Gutiérrez, Jr., Esq.

Lennart E. Lindahl, P.E.  
Harkley R. Thornton  
Malcolm S. Wade, Jr.

### EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**C-8301-A06**

**AMENDMENT NO. 06**

**TO CONTRACT C-8301**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**TETRA TECH EC, INC.**

This **AMENDMENT NO. 6** is entered into on JUN 30 2006, 2006 to that **CONTRACT** dated May 27, 1997, and amended on November 1, 1999, April 10, 2000, March 13, 2001, June 9, 2003 and July 20, 2005 by and among the "Parties", the South Florida Water Management District (the "**DISTRICT**") and Tetra Tech EC, Inc. (**BANKER**)

WHEREAS, **BANKER** has obtained all of the required permits in accordance with the requirements of the Exhibit "A" Statement of Work; and

WHEREAS, the **BANKER** has made three (3) payments to the **DISTRICT** through the sale of **BANK** credits in accordance with the revenue disbursement requirements of the **CONTRACT** and such payments will continue in accordance with the revenue stream specified in Exhibit "A"; and

WHEREAS the term of the **CONTRACT** has expired on December 31, 2005 and the parties wish to extend the term to allow **BANKER** adequate time to achieve the mitigation bank success criteria called for under the **CONTRACT**;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. Article 2, TERM OF THE CONTRACT, is hereby amended to extend the term by seven (7) years through December 31, 2012. Regardless of the date of execution, this **AMENDMENT NO. 6** shall be effective on January 1, 2006.
2. This **AMENDMENT NO. 6** is entered into at no cost to the **DISTRICT**.





# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

3. All other terms and conditions of the **CONTRACT** remain unchanged.

The Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 6** on the date first written above.

**SFWMD PROCUREMENT APPROVED**

BY:

[Signature]

DATE:

6/15/06

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

Accepted By:

Carrie Hill  
~~Carrie Hill, Acting Procurement Director~~  
Frank Hayden, " " " " dm

**TETRA TECH EC, INC.**

By:

[Signature]  
Jonathan S. Weiss

Title:

Senior Vice President



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

September 5, 2006

OVERNIGHT  
17703539556

Mr. Jonathan Weiss  
Senior Vice President  
Tetra Tech EC., Inc.  
759 South Federal Highway, Suite 100  
Stuart, Florida 34994

Dear Mr. Weiss:

Subject: Contract # C-8301, Amendment No. 07  
Loxahatchee Mitigation Bank Project

Enclosed please find two (2) originals of the subject Amendment No. 7 to memorialize the recent agreement concerning Tetra Tech's interest costs as well as the District's costs associated with land acquisition and administration. Please sign both originals on behalf of your organization and return both copies to my attention. A fully executed copy will then be returned to you for your records.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

Mary L. Meier  
Compliance Manager/Sr. Negotiator  
Procurement Department  
[mmeier@sfwmd.gov](mailto:mmeier@sfwmd.gov)  
(561) 682-6384  
(561) 681-6275

MM/mlm

Enclosures

c: Marjorie Moore, Project Manager

**RECEIVED**

**SEP - 6 2006**

Save Our Rivers  
Initials: \_\_\_\_\_

### GOVERNING BOARD

Kevin McCarty, *Chair*  
Irela M. Bague, *Vice-Chair*  
Pamela Brooks-Thomas

Alice J. Carlson  
Michael Collins  
Nicolás J. Gutiérrez, Jr., Esq.

Lennart E. Lindahl, P.E.  
Harkley R. Thornton  
Malcolm S. Wade, Jr.

### EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-8301-A07

AMENDMENT NO. 07

TO CONTRACT C-8301

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TETRA TECH EC, INC.

This **AMENDMENT NO. 7** is entered into on \_\_\_\_\_, 2006 to that **CONTRACT** dated May 27, 1997, and amended on November 1, 1999, April 10, 2000, March 13, 2001, June 9, 2003, July 20, 2005 and June 30, 2006 by and among the "Parties", the South Florida Water Management District (the "**DISTRICT**") and Tetra Tech EC, Inc. (**BANKER**).

WHEREAS, the **BANKER** in its accounting reports is claiming interest as an expense to be recognized under the **CONTRACT** based on borrowed funds received from its parent company through commercial loans used to fund capital projects; and

WHEREAS, the **DISTRICT** has incurred additional land and other associated costs not anticipated under the terms of the **CONTRACT**; and

WHEREAS, both the **DISTRICT** and the **BANKER** wish to resolve these longstanding issues in lieu of costly litigation and have reached a mutually agreeable resolution to the satisfaction of both parties; and

WHEREAS, the **DISTRICT's** Governing Board has authorized entering into this **AMENDMENT NO. 7** at its September 14, 2006 meeting;

NOW THEREFORE, in consideration of the promises and the benefits flowing from each to the other, the Parties agree as follows:

1. Exhibit "A", paragraph IV.A, titled "Payments" is hereby modified to delete the second to last paragraph and replace it with the following: "This Payment Schedule sets forth a minimum performance standard for contract enforcement purposes as further explained in Article 7 of the Contract. The parties acknowledge that the Payment Schedule through Year 5 in the cumulative amount of \$2,050,581 represents actual cash payments that must be made by the Banker to the District for certain land acquisition and administrative costs and that the District is entitled to recover an additional \$820,730 in land acquisition and administrative costs through the distribution of net revenues at the 70% level as described



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

in paragraph "D" of the attached Schedule "A" *Gross Revenue Distribution Plan*. Depending on the success of the Bank, reimbursement through cash payments may have to be made earlier than Year 5 based on the requirements of Section IV (B) and (C) below. The amounts in the Payment Schedule Years 6 and 7 represent a minimum payment. The timing and actual amounts of Years 6 and 7 payments are controlled by the requirements of Section IV (B) and (C) below."

2. Schedule "A", paragraph (C) is hereby deleted and replaced with the following: "The Banker is entitled to recover reasonable design, development, permitting and administrative start-up costs, interest costs up to the not-to-exceed amount of \$2,400,000, and all reasonable restoration implementation costs, in accordance with submitted and approved Accounting Reports, in all phases from Gross Revenues."
3. Schedule "A", paragraph (E) is hereby deleted and replaced with the following: "Once the District has fully recovered land and staff costs (\$2,871,311), the remaining Net Revenues will be distributed on a quarterly basis to the District and the Banker on a 50/50 basis."
4. This **AMENDMENT NO. 7** is entered into at no cost to the **DISTRICT** and all other terms and conditions of the **CONTRACT** remain unchanged.

The Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 7** on the date first written above.

**SFWMD PROCUREMENT APPROVED**

BY: [Signature]  
DATE: 9/5/06  
**SFWMD OFFICE OF COUNSEL APPROVED**  
BY: [Signature]  
DATE: 9/05/2006

**SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT,  
BY ITS GOVERNING BOARD**

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

**Frank Hayden,  
Procurement Director**

**TETRA TECH EC, INC.**

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

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