RESOLUTION NO. R-2012-119

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND BLACK & VEATCH CORPORATION, TO PROVIDE AN ADDITIONAL CONTRACT TERM OF TWO (2) YEARS AT A COST NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000.00), FOR PROGRAM COMPLIANCE AND DEVELOPMENT AND SUPPORT SERVICES RELATED TO THE RECONSTRUCTION OF THE FILTER GALLERY AT THE WINSON WATER TREATMENT PLANT, IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF) PROGRAM; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on July 22, 2011, the City of North Miami ("City") entered into a Professional Services Agreement ("Agreement") with Black & Veatch Corporation ("Contractor"), to review existing rates and fees in order to identify recovery requirements for the wholesale and retail of water services, in accordance with the terms, conditions, requirements and specifications contained in the ***Request for Proposals for Water and Sewer Rates and Fees Analysis EPP-RFP No. 530*** ("Services"); and

WHEREAS, on March 13, 2012, the Mayor and City Council passed and adopted Resolution No. R-2012-29, authorizing the City Manager to execute an amendment to Agreement to include additional Task Orders in support of pre-construction activities for the Winson Water Treatment Plant; and

WHEREAS, the City is in need of additional Task Orders to include Program Compliance and Development and Support Services in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program ("Additional Services"); and

WHEREAS, to accomplish the Additional Services, an additional contract term of two (2) years is required commencing October 1, 2012, at an additional cost not to exceed Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the City administration respectfully requests that the Mayor and City Council authorize the City Manager and City Attorney to negotiate and execute a second amendment to Professional Services Agreement, in order to accomplish the Additional Services as required for the improvements to the Winson Water Treatment Plant.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute a Second Amendment to Professional Services Agreement between the City of North Miami and Black & Veatch Corporation, to provide an additional contract term of two (2) years at a cost not to exceed Two Hundred Thousand Dollars ($200,000.00), for Program Compliance and Development and Support Services related to the reconstruction of the filter gallery at the Winson Water Treatment Plant, in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 4-1 vote of the Mayor and City Council of the City of North Miami, Florida, this 9 day of October, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Marcellus

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	x	(Yes)		(No)
Vice Mayor Marie Erlande Steril	x	(Yes)		(No)
Councilperson Michael R. Blynn, Esq.	x	(Yes)		(No)
Councilperson Scott Galvin		(Yes)	x	(No)
Councilperson Jean R. Marcellus	x	(Yes)		(No)

CITY OF NORTH MIAMI
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is entered into this ____ day of _____, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Black & Veatch Corporation**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal office at 11401 Lamar, Overland Park, KS 66211 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on July 22, 2011, the City of North Miami ("City") entered into a Professional Services Agreement ("Agreement") with Black & Veatch Corporation ("Contractor"), to review existing rates and fees in order to identify recovery requirements for the wholesale and retail of water services, in accordance with the terms, conditions, requirements and specifications contained in the ***Request for Proposals for Water and Sewer Rates and Fees Analysis EPP-RFP No. 530*** ("Services"); and

WHEREAS, on March 13, 2012, the Mayor and City Council passed and adopted Resolution No. R-2012-29, authorizing the City Manager to execute an Amendment to Agreement to include additional Task Orders in support of pre-construction activities for the expansion and improvements to the Winson Water Treatment Plant; and

WHEREAS, the City is in need of additional services from Contractor, including program compliance guidelines and Development and Support Services, in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program ("Additional Services"); and

WHEREAS, the City desires to amend the Agreement to include Additional Services in order to comply with FDEP/SRF program requirements, necessitated by the expansion and improvements to the Winson Water Treatment Plant; and

WHEREAS, on _____, 2012, the Mayor and City Council passed a Resolution authorizing the City Manager and City Attorney to negotiate and execute this Second Amendment with Contractor for the provision of Additional Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that this Second Amendment is incorporated into and made part of the Agreement executed by the Parties on July 22, 2011, attached hereto as Exhibit A.

2. The Parties agree that this Second Amendment is incorporated into and made part of the Amendment to Agreement executed by the Parties on March 19, 2012, attached hereto as Exhibit B.

3. Term of Agreement. The Parties hereby amend Article 3.1 of Agreement to read as follows: "Subject to authorized adjustments, the Term of Agreement shall expire on September 30, 2014."

4. Compensation. The Parties hereby amend Article 4.1 of the Agreement to increase the compensation payable to Contractor, by an additional amount not to exceed Two Hundred Thousand Dollars ($200,000.00).

5. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

6. This Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

7. All other terms of the Agreement, as amended, which have not been modified by this Second Amendment, shall remain in full force and effect.

8. This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Black & Veatch Corporation, a foreign for-profit corporation:
"Contractor"

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

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

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney

TASK ORDER

Preparation and Submittal of Request for Inclusion of Wastewater WW13181

Purpose

This Task Order ("Task Order") is executed by and between City of North Miami, FL ("County") and Black & Veatch Corporation, ("Engineer"), in accordance with the following statements and clauses:

Except as set out below, this Task Order shall be governed by the terms and conditions of the Water and Sewer Department Rates and Fees Analysis Contract No:-530 ("Contract 530") executed and made effective as of March 29, 2007 by and between Miami Dade County and Black & Veatch Corporation. References to "Miami Dade" and "County" in Contract 530 will mean City of North Miami, FL as approved in Ordinance 1244 adopted October 23, 2007. All rights, responsibilities, limitations, waivers, and releases stated in Contract 530 shall apply as if fully set forth herein.

The County hereby requests, and Engineer agrees to perform, the scope of services set out below ("Services") in accordance with the schedule and for the compensation indicated herein.

Scope of Services

The County requests that Engineer provide the Services detailed herein in support of pre-construction activities required by the Florida Department of Environmental Protection (FDEP) State Revolving Loan Fund (SRF) program. The application and planning requirements set forth by section 62-503 of the Florida Administrative Code shall support the request for funding of the improvements outlined in the Request for Inclusion, submitted to the FDEP on June 1, 2011, to support the City of North Miami, Wastewater Improvements Project identified as WW13181.

The Servicespresented herein, addresses the inclusion of the findings of the Sanitary Sewer Evaluation Study (SSES) interim report provided by PBSJ as Project #01-1025.15 to the facility planning document required by the FDEP SRF program. The SSES represents findings within the City of North Miami's wastewater collection system serving a 5300 acre urbanized area. The system consists of approximately 118 miles of sanitary sewer and 41 pump stations owned by the County. Engineer shall provide the required information to include in the CW SRF WW13181 facility plan being prepared by Engineerfor submittal to the FDEP SRF program.

Schedule

Engineer's schedule for completion of the Services is as follows: The County and Engineer agree to complete the administration and planning requirements set forth by Section 62-503 F.A.C. in accordance with the required FDEP SRF schedule.

Compensation

Invoices are due upon receipt. The County will pay, and Engineer will accept compensation for services provided based on the following fee basis: The County agrees to compensate Engineer the pre-construction fee of $27,000.

Monthly Billing

Invoices will be due upon receipt. Commencing on or about the first day of the calendar month following execution of this Task Order, and monthly thereafter, Engineer shall furnish the County with an invoice covering the reimbursable costs and fee incurred during the previous month and any interest due under this Task Order.

Invoices may be submitted electronically by email to aghany@northmiamifl.gov In such event, the electronic copy of the invoice will be considered the official invoice and will not be followed by a hard copy

invoice. In the event the County disputes any invoice item, the County shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. Engineer is under no obligation to submit any deliverable if any invoice is more than 45 days outstanding.

Payments to be made to Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

Disputes

In the event the County disputes any invoice item, the County shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If the County fails to pay any invoiced amounts when due interest will accrue on each unpaid amount at the rate of 18% per annum, or the maximum amount allowed by law if less, from the date due until paid 'according to the provisions of this Task Order. Interest shall not be charged on any disputed invoice item which is finally resolved in the County's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

This Task Order and the above-referenced Contract 530 (including all appendices thereto) constitute the complete understanding of the parties with respect to the Services specified herein. If there are inconsistencies between the terms of Contract 530 and this Task Order, this Task Order shall control. Terms and conditions contained in purchase orders, work orders, or other documents issued by the County with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Task Order on this date indicated below.

Offered by:

BLACK & VEATCH CORPORATION

Thomas R. Peterson

Signature

Thomas R. Peterson/Vice President June 26, 2012

Printed name/ Title Date

Approved by Legal(Boltz/Grimaldi) June 26, 2012.

Approved by PM(Ray) e-mail June 26, 2012.

Accepted by:

CITY OF NORTH MIAMI

Signature

Printed name/ Title Date

TASK ORDER

Program Development Support Services for FDEP – SRF DW13182, DW13183 (Drinking Water), and CW 13181 and SW/CW 13180 (Clean Water).

Purpose

This Task Order ("Task Order") is executed by and between City of North Miami, City Commission and Staff (the "County") and Black & Veatch Corporation ("Engineer") , in accordance with the following statements and clauses:

Except as set out below, this Task Order shall be governed by the terms and conditions of the Water and Sewer Department Rates and Fees Analysis Contract No: 530 ("Contract 530") executed and made effective as of March 29, 2007 by and between Miami Dade County and Black & Veatch Corporation. References to "Miami Dade" and "County" in Contract 530 will mean City of North Miami, FL as approved in Ordinance 1244 adopted October 23, 2007. All rights, responsibilities, limitations, waivers, and releases stated in Contract 530 shall apply as if fully set forth herein.

The County is hereby requesting program development support in the development of four, active Florida Department of Environmental Protection, State Revolving Funds (FDEP, SRF) applications. Current funding applications are identified by the FDEP – SRF as DW13182 and DW13183 (Drinking Water) and CW 13181 and SW/CW 13180 (Clean Water).

The County hereby requests, and Engineer agrees to perform, the scope of services set out below ("Services") in accordance with the schedule and for the compensation indicated herein.

Scope of Work

The Services presented herein includes public participation and environmental services as necessary to complete the tasks outlined within Florida Administrative Code 62.555 and 62.501:

1. Create and submit public advertisement requirements necessary to schedule and hold public meetings as required by F.A.C.
2. Create and submit Resolution adopting project facilities plan as required by SRF rule
3. Adoption of the project Facilities Plan through a Public Meeting and via Commission Resolution
4. Collect environmental data related to this project and provide a summary to the FDEP for approval
5. Attend required public meeting to discuss project
6. Create and deliver presentation for required public meeting
7. Provide supporting documentation to Staff for the mandatory public meeting, including:
    a. Advertisement
    b. Proof of publication
    c. Mandatory project talking points

Schedule

The Florida Department of Environmental Protection Drinking Water and Clean Water State Revolving Fund programs include critical dates that affect the County's ability to achieve 'Readiness to Proceed' standards, Authorization to Incur Cost, Facilities Plan approval and Clearinghouse review and approval.

The County and Engineer shall work in a collaborative effort, with the intent to complete a draft Facilities Plan within one-hundred twenty (120) days of executing this Task Order. Public Participation and Environmental compliance shall be a collaborative effort throughout preparing and submittal of the required facilities planning document. The County and Engineer shall provide the necessary advertisements in accordance with F.A.C. and Engineer shall attend public meetings and FDEP SRF public hearings as deemed necessary by County. The timeline shall coincide with the FDEP SRF promulgated rule and advertised public hearing schedule.

Fee

The fees associated with completing public participation shall be based on time and materials as outlined under the existing billing rates included in Contract No. 530. Not to exceed $25,000.

Deliverables

Listed below are all the deliverables associated with the scope of work described herein:

1. Attend necessary public meetings as required.
2. Provide necessary public notifications as required.
3. Prepare and present project information as needed.
4. Create and submit resolutions as required.
5. Collect environmental data as required.

Offered by:

BLACK & VEATCH CORPORATION

Thomas R. Peterson

Signature

Thomas R. Peterson/Vice President June 26, 2012

Printed name/ Title Date

Approved by Legal(Boltz/Grimaldi) June 26, 2012.

Approved by PM(Ray) e-mail June 26, 2012.

Accepted by:

CITY OF NORTH MIAMI

Signature

Printed name/ Title Date

Exhibit "A"

C.A No. 51-10-11 PB

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Program Development Services – Piggyback MDC Contract #530)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of July, 2011 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Black & Veatch Corporation**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal office at 8400 Ward Parkway, Kansas City, MO 64114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on or about August 16, 2006, Miami-Dade County, Florida ("County"), issued ***Request For Proposals For Water and Sewer Rates and Fees Analysis EPP-RFP No. 530*** ("RFP"), requesting solicitations from qualified contractors to review existing rates and fees to identify recovery requirements for the wholesale and retail water, in accordance with the terms, conditions, requirements and specifications contained in the RFP ("Services"); and

WHEREAS, on the Contractor submitted a written proposal in response to the RFP and was competitively selected as having established the criteria, qualifications, and references most advantageous to the County; and

WHEREAS, on March 29, 2007, the County entered into an agreement with Contractor for the provision of Services ("County Contract"); and

WHEREAS, on March 25, 2011, the County exercised its option to extend the County Contract with Contractor from March 28, 2011 through September 28, 2011, to continue to provide Services to the County; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities ("piggyback"), such as Miami-Dade County; and

WHEREAS, Contractor is willing to provide Services to the City with the same favorable rate, skill, knowledge and diligence the Contractor is providing to the County; and

WHEREAS, the City Manager has determined that it is in the best interests of the City to piggyback the County Agreement between the County and Contractor for the provision of Services to the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Miami-Dade County *Request For Proposals For Water and Sewer Rates and Fees Analysis EPP-RFP No. 530*, attached hereto by reference;

2.1.2 Miami-Dade County agreement with Black & Veatch Corporation, dated March 29, 2007, for the provision of Services, attached hereto as Exhibit A;

2.1.3 Miami-Dade County option to extend agreement with Black & Veatch Corporation, dated March 25, 2011, attached hereto as Exhibit B;

2.1.4 Contractor's Task Orders with Scope of Work to the City, dated May 25, 2011 ("Proposals"), attached hereto as Composite Exhibit C;

2.1.5 Any additional documents which are required to be submitted in the provision of Services.

ARTICLE 3 - TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement shall be Two Hundred Seventy (270) days from the date the Notice to Proceed is issued by the City.

3.2 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to render Services timely shall be regarded as a material breach of this Agreement, subject to the appropriate remedies available at law.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Sixty One Thousand Eight Hundred Fifty and no/100 Dollars ($61,850.00), as compensation for the provision of Services. Payment will be made in accordance with the terms of the RFP.

4.2 Funding for this Agreement is contingent upon the City's availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services and expertise necessary for the completion of Services, in accordance to the special terms and conditions specified in the Contract Documents.

5.2 Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

6.2 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

ARTICLE 7 - CONFLICTS OF INTEREST

7.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any

personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CITY'S TERMINATION RIGHTS

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 10- NOTICES

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor:	Black & Veatch Corporation Attn: Robert Chambers, Senior Consultant 205 South Orange Avenue, Suite 500 Orlando, FL 32801 Phone: (407) 419-3574 Fax: (407) 419-3501
To City:	City of North Miami Attn: City Manager 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - INSURANCE

13.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: [signature]

Print Name: Timothy W. Triplett

Title: Exec VP & Secretary

Date: 7-27-11

Black & Veatch Corporation, a foreign for-profit corporation:

"Contractor"

By: [signature]

Print Name: Thomas R. Peterson

Title: Vice President

Date: 07/22/2011

Approved by Legal(Boltz/Grimaldi) 07/22/2011.
Approved by PM(Bryant) e-mail 07/22/2011.

ATTEST:

By: [signature]
Michael A. Etienne
City Clerk

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

By: [signature]
Russell Benford
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [signature]
V. Lynn Whitfield
City Attorney

FILE

51-10-11 PB

Exhibit "B"

CITY OF NORTH MIAMI
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into this 19th day of March, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Black & Veatch Corporation**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal office at 8400 Ward Parkway, Kansas City, MO 64114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on July 22, 2011, the City of North Miami ("City") entered into a Professional Services Agreement (Program Development Services – Piggyback MDC Contract #503) with Black & Veatch Corporation ("Contractor") to review existing rates and fees to identify recovery requirements for the wholesale and retail water, in accordance with the terms, conditions, requirements and specifications contained in the ***Request for Proposals for Water and Sewer Rates and Fees Analysis EPP-RFP No. 530*** ("Services"); and

WHEREAS, under the terms of the Agreement, the Contractor was to be paid an amount not to exceed Sixty One Thousand Eight Hundred Fifty and no/100 Dollars ($61,850.00), as compensation for the provision of Services; and

WHEREAS, the City desires to amend the Agreement for additional Task Orders to include Services in support of pre-construction activities required by the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program; and

WHEREAS, the required additional Services will increase the initial Agreement amount to an amount not to exceed Two Hundred Twenty Five Thousand Dollars ($225,000.00), with a completion date of September 30, 2012; and

WHEREAS, on March 13, 2012, the Mayor and City Council passed a Resolution authorizing the City Manager to execute this Amendment with Contractor for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that this Amendment is incorporated into and made part of the Agreement executed by the Parties on July 22, 2011, attached hereto as Exhibit A.

NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Ruby Johnson, Purchasing Director

Date: October 9, 2012

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXERCISE OPTION YEAR THREE TO RENEW PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND RISK MANAGEMENT ASSOCIATES INC., D/B/A PUBLIC RISK INSURANCE AGENCY, TO CONTINUE TO PROVIDE THE CITY WITH POLICE PROFESSIONAL LIABILITY INSURANCE COVERAGE; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $190,648.**

BACKGROUND

Staff engaged in a competitive bidding process in September, 2009 for Police Professional Liability Insurance. Three (3) companies responded, and Public Risk Insurance Agency (PRIA) was successful in delivering the most competitive coverage and premium option through its carrier "Indian Harbor Insurance"; consequently it was awarded the contract. PRIA, the 7th largest insurance intermediary in the United States, and a subsidiary of Brown & Brown, is uniquely qualified to handle the City's Police Professional Liability insurance. It currently serves the insurance needs of over 150 public entities in the State of Florida. The carrier - Indian Harbor Insurance Company - has successfully held a stable financial position within the insurance industry with $2,000,000,000 in capital, surplus and conditional reserve funds. Additionally it is supported by an excellent AM Best rating of A+XV.

The contract provides an option to renew this line of coverage under the same terms and conditions for four (4) years on a year to year basis. Coverage provided by Indian Harbor includes: Liability limit of $2,000,000 per claim/ aggregate, written on an occurrence form, with $25,000 deductible per claim/ $75,000 aggregate. Renewal is being offered at $191,582.61 annualized premium.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to exercise Option Year No. 3 of RFP #10-08-09 for Police Professional Liability Insurance with Indian Harbor Insurance Company,

through its broker Public Risk Insurance Agency (PRIA) located in Daytona Beach, Florida, for the period 10/31/12 to 10/31/13.

Staff is also recommending that Council authorize the issuance of a purchase order in the amount of $190,648.00 exercising Option Year No. 3 of the renewal agreement.

Attachments

Resolution
Renewal Agreement
Option Year 3 Pricing