

**CITY OF NORTH MIAMI
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

("Second Amendment") is entered into this — 9th day of October, 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 October 9, 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:

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

By: *Timothy W. Triplett*
Print Name: Timothy W. Triplett
Date: 10/15/12

By: *Thomas R. Peterson*
Print Name: THOMAS R. PETERSON
Date: 10/13/12

ATTEST:



legal approved 10/12/12
City of North Miami, a Florida municipal corporation: "City"

By: *Michael A. Etienne*
Michael A. Etienne
City Clerk

Deputy for

By: *Stephen E. Johnson*
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Regine M. Monestime
Regine M. Monestime
City Attorney



BLACK & VEATCH
Building a world of difference.®

BLACK & VEATCH CORPORATION
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15 October 2012

Aleem A. Ghany, PE, CFM, CGC
Public Works Director
City of North Miami, FL
776 NE 125th St.
North Miami, FL 33161

Re: Second Amendment to Professional Services Agreement

Dear Mr. Ghany:

Enclosed please find two sets of the legal document mentioned above between the City of North Miami, Florida and Black & Veatch Corporation.

Please return a fully executed Second Amendment to me for our files.

If you should have questions, or require further information, please do not hesitate to contact me at 913-458-3158.

Very truly yours,
BLACK & VEATCH CORPORATION

Michelle D. Duck
Administrative Support

Enclosure[s]

cc: Tami Ray

Sent via Federal Express - Priority