

CITY OF NORTH MIAMI
AMENDMENT TO NON-EXCLUSIVE
PROFESSIONAL SERVICES AGREEMENT
(IFB No: 18-10-11)

THIS AMENDMENT TO NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into this 14th day of February, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address at 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Asplundh Tree Expert Co.**, a foreign-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 708 Blair Mill Road, Willow Grove, PA 19090 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on January 6, 2011, the City advertised **Invitation for Bid No. 18-10-11 Tree Trimming** ("IFB"), to establish a contract to purchase tree trimming services from an ISA Certified Arborist, in accordance with the terms, conditions, and specifications contained in the IFB ("Services"); and

WHEREAS, the Contractor submitted its proposal which was evaluated by the City as the lowest responsive, responsible bidder whose bid, qualifications and references were the most advantageous to the City; and

WHEREAS, on March 1, 2011, the City entered into a Non-Exclusive Professional Services Agreement for the provision of Services in the amount of Ninety-Nine Thousand and No/100 Dollars (\$99,000.00), pursuant to the requirements of the IFB ("Agreement"); and

WHEREAS, City administration has identified the need to amend the Agreement to adjust the compensation amount to One Hundred Ninety-Eight Thousand and No/100 Dollars (\$198,000.00); and

WHEREAS, the City Manager finds that the proposed Amendment with Contractor, for the provision of Services, is necessary to maintain the availability of Services without interruption.

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 March 1, 2011, attached hereto as Exhibit A.
2. The Parties hereby amend Article 4 of the Agreement to an amount not to exceed One Hundred Ninety-Eight Thousand and No/100 Dollars (\$198,000.00) for the period commencing March 1, 2011 through February 28, 2013.

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

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

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

6. This 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:

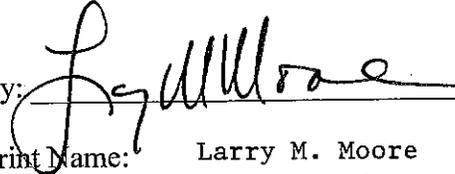
Corporate Secretary or Witness:

By: 

Print Name: Peter H. Fongler
Manager, Municipal Div.

Date: 2/13/12

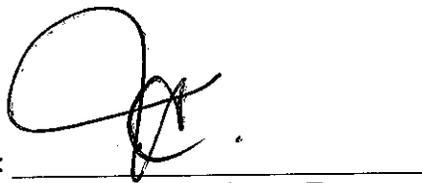
Asplundh Tree Expert Co., a foreign profit corporation:
"Contractor"

By: 

Print Name: Larry M. Moore
Vice President

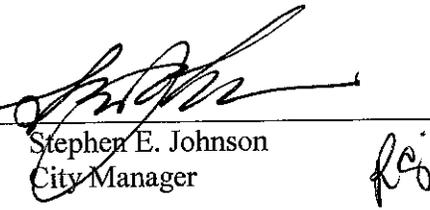
Date: 2/13/12

ATTEST:

By: 

Michael A. Etienne, Esq.
City Clerk

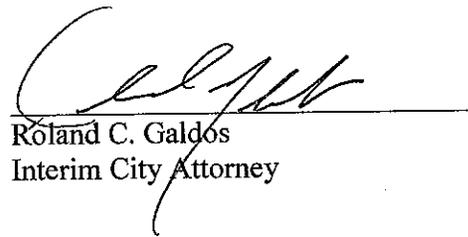
City of North Miami, a Florida municipal corporation: "City"

By: 

Stephen E. Johnson
City Manager

rcj

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Roland C. Galdos
Interim City Attorney

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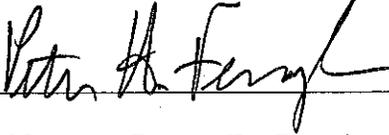
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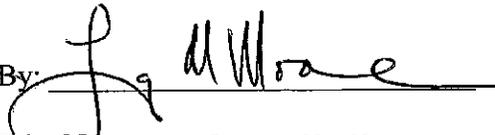
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ATTEST:

Asplundh Tree Expert Co., a foreign profit corporation:
"Contractor"

Corporate Secretary or Witness:

By: 

By: 

Print Name: Peter H. Fengler
Manager, Municipal Division

Print Name: Larry M. Moore
Vice President

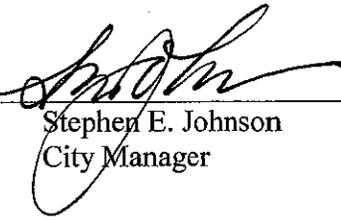
Date: 2/13/12

Date: 2/13/12

ATTEST:

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

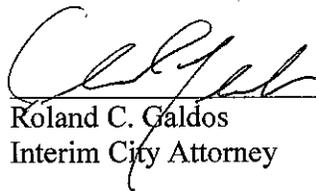
By: 

By:  *fej*

Michael A. Etienne, Esq.
City Clerk

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Roland C. Galdos
Interim City Attorney