

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(RFQ #08-17-18; Engineering Services for Lead and Copper Rule Compliance Assistance Project)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation having a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **300 Engineering Group, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 2598 East Sunrise Boulevard, Suite 2104, Fort Lauderdale, FL 33304 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on April 4, 2024, the City entered into a Professional Services Agreement (“Agreement”) with 300 Engineering Group, LLC (“Consultant”), to complete the City’s Lead and Copper Rule Compliance Assistance Project to ensure the City’s compliance with the rules promulgated by the Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, the City desires to amend the Agreement to include additional services for completion of the Project (“Services”); and

WHEREAS, on October 14, 2025, the Mayor and City Council adopted Resolution No. 2025-R-201, authorizing the City Manager to execute this Amendment for the required additional Services, at a cost not to exceed Seventy-Six Thousand Dollars (\$76,000.00).

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 2. CONTRACT DOCUMENTS** – is hereby amended to include Consultant’s proposal for additional services dated September 8, 2025 (attached hereto as “Exhibit “A”), for additional services.
2. **Article 3 – TIME FOR PERFORMANCE** – is hereby amended at Section 3.1 as follows:

3.1 Subject to authorized adjustments, the Time for Performance shall be the period of time not to exceed ~~twelve (12)~~ twenty-seven (27) months following the City’s issuance of its Notice to Proceed to Consultant, which shall constitute the guaranteed time upon which Consultant is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City. Consultant 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 time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3. **Article 4. COMPENSATION**- is hereby amended to include an additional Seventy-Six Thousand Dollars (\$76,000.00) as compensation for Services, for a total amount not to exceed Four Hundred Ten Thousand Two Hundred Sixty-Eight Dollars (\$410,268.00).
4. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST: 300 Engineering Group, LLC, a limited liability company
Corporate Secretary or Witness: **"Consultant":**

By: _____ By: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

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

By: _____ By: _____
Vanessa Joseph, Esq. Theresa Therilus, Esq.
City Clerk City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau
City Attorney