

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**  
(Installation of Gateway Signs)

**THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (“Second Amendment”) is entered into this 9/17/2015 day of \_\_\_\_\_, 2015, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **Signamerica, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 6030 SW 23<sup>rd</sup> Street, Miramar, FL 33023 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

**RECITALS**

**WHEREAS**, on November 4, 2014, the City entered into a Professional Services Agreement with Contractor to furnish the labor, supervision, materials, equipment, tools and services necessary to furnish and install gateway signs on an as needed basis, at specific worksite locations designated by City administration in accordance with the specifications contained in the Sign Master Plan (“Services”); and

**WHEREAS**, on January 9, 2015, the Parties entered into the First Amendment to Professional Services Agreement (“First Amendment”) to extend Contractor’s Time for Performance to complete the Services stipulated in the Agreement; and

**WHEREAS**, due to inquiries presented by the Florida Department of Transportation regarding the easement site chosen for the proposed installation of the Gateway Sign, a delay in the performance of Services occurred; and

**WHEREAS**, the Parties desire to extend Contractor’s Time for Performance stipulated in the Agreement, as amended by the First Amendment, in order to fulfill and complete the installations of gateway signs at the locations selected by the City Manager or his designee; and

**WHEREAS**, the City Manager finds that entering into this Second Amendment for the completion of Services, is in the best interest of the City.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein, the Parties agree to amend the Agreement as follows:

1. **ARTICLE 2. CONTRACT DOCUMENTS** – the Parties hereby agree to include this Second Amendment to the Agreement executed on November 4, 2014, (attached hereto as Exhibit “A”), as amended by the First Amendment executed on January 9, 2015 (attached hereto as “Exhibit “B”).
2. **ARTICLE 3. TIME FOR PERFORMANCE** – is hereby amended to increase the Time for Performance through December 14, 2015.

3. **ARTICLE 12 - CITY'S TERMINATION RIGHTS** – The City Manager shall have the right to terminate this Second Amendment, in his 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.
4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
5. This Second Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
6. All other terms of the Agreement which have not been modified by this Second Amendment, shall remain in full force and effect.
7. 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 caused this Second Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:  
Corporate Secretary or Witness:

DocuSigned by:  
*Faneeza Thompson*  
By: 3B8EC4EC3A4F4E9...  
Faneeza Thompson  
Print Name: \_\_\_\_\_  
Date: 9/17/2015

Signamerica, Inc., a Florida for-profit corporation  
"Contractor":

DocuSigned by:  
*Karim Zahoor*  
By: 3B8EC4FC3A4F4E9...  
Karim Zahoor  
Print Name: \_\_\_\_\_  
Date: 9/4/2015

ATTEST:

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

DocuSigned by:  
*Michael A. Etienne*  
By: 2C7010872EE8414  
Michael A. Etienne, Esq.  
City Clerk

DocuSigned by:  
*Aleem Ghany*  
By: AD8C42C3AF4E44B...  
Aleem A. Ghany  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

DocuSigned by:  
*Roland Galdos*  
By: E2E9116943844E7...  
Roland C. Galdos  
City Attorney