

**AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
(RFQ #27-18-19; CEI Services for NE 125th Street Project)**

THIS AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT (“Amendment”) is entered into on 6/25/2020, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Calvin, Giordano & Associates, Inc.**, a Florida for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on June 11, 2020, the City entered into a Professional Services Agreement (“Agreement”) with Calvin, Giordano & Associates, Inc. (“Consultant”), in accordance with the technical specifications, terms, and conditions contained in **RFQ #27-18-19; Construction, Engineering & Inspection (CEI) Services for NE 125th Street Project** (“RFQ”); and

WHEREAS, the City desires to amend the Agreement to include additional indemnification language; and

WHEREAS, Consultant has reviewed the proposed language and agrees to its inclusion in the Agreement.

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

1. **Article 10. INDEMNIFICATION** – is hereby amended to include the following language:

To the fullest extent permitted by law, the City’s Consultant shall indemnify and hold harmless the City, the State of Florida, Department of Transportation, and their officers, employees, agents and instrumentalities from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and costs of defense, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Contract.

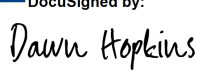
This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City’s sovereign immunity.


- 2. All other terms and conditions of the Agreement (attached hereto as "Exhibit A") remain in full force and effect.

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:
Corporate Secretary or Witness:

Calvin, Giordano & Associates, Inc.,
"Consultant":

By: 
0BE41F3608C741F...

By: 
A8509DF4B914435...

Print Name: Dawn Hopkins


Print Name: Christopher Giordano

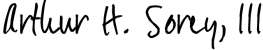
Date: 6/18/2020

Date: 6/17/2020


ATTEST:

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

By: 
BB47A3B4B262492...
Vanessa Joseph, Esq.
City Clerk

By: 
FDAE1897923F40D...
Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
8AF8443D714D491
Jeff P. H. Cazeau
City Attorney