

SECOND AMENDMENT TO
AGREEMENT FOR OPERATION, MAINTENANCE,
AND MANAGEMENT SERVICES FOR
THE CITY OF KEY WEST, FLORIDA, WASTEWATER FACILITIES

This Second Amendment to the Agreement is made and entered into this ____ day of _____, 2021, by and between Operations Management International, Inc., (“Contractor”) and the City of Key West, Florida (“City”).

WITNESSETH:

WHEREAS, the City entered into an Agreement (“Agreement”) with Contractor on March 1, 2014, for a period of five years upon certain terms and conditions, with a renewal 5-year term, and a final 5-year renewal term; and

WHEREAS, City and Contractor desire to amend certain provisions of the Agreement;

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, the City and Contractor agree to modify the Agreement as follows:

- a. Paragraph 3.2.8.c is hereby deleted in its entirety and replaced with the following:

3.2.8.c. Corrective Maintenance and Repair. To the limits provided below, the CONTRACTOR will provide corrective maintenance and repairs for the Facilities and all related equipment, structures, and vehicles consistent with good corrective maintenance and repair practices or the manufacturer’s specification, utilizing its computerized maintenance management system. Corrective maintenance and repairs are deemed to be those non-preventive maintenance or repairs which cost less than \$10,000, other than repair of damages caused by Force Majeure, as hereinafter defined. During the term of this Agreement, the CONTRACTOR shall use methods of operation and maintenance which shall keep the Facilities in as good or better condition that at the start of this Agreement, excepting normal wear and tear. The CONTRACTOR shall maintain records of corrective maintenance and repair activities.

- b. Paragraph 3.2.8.d is hereby deleted in its entirety and replaced with the following:

3.2.8.d. Capital Expenditures and Replacements. Capital expenditure and replacement are deemed to be any repairs or replacements which cost \$10,000 or more or which are caused by Force Majeure. The CONTRACTOR shall make no unreasonable request and shall ensure that items requested are reasonable and justifiable to carry out the terms of this Agreement in accordance with professional engineering practices. The City shall consent to all reasonable and justifiable capital expenditures and replacements, which consent shall not be unreasonably withheld. The City’s cost of repairing and replacing these items shall be paid for either by reimbursement to the CONTRACTOR or by direct purchase by the City. Emergency items which are identified and which are needed for the safety of workers, will be given first priority. The CONTRACTOR shall submit to the City, by April 10 of each Fiscal Year, a list and estimate of capital expenditures and replacements, if any, to be provided by the City for the succeeding year. Because the City will be responsible for equipment replacement, the CONTRACTOR will submit documentation of the cost effectiveness of “repair versus replace” decisions recommended by the CONTRACTOR.

3. Exhibit B Facilities is hereby amended to include the following stormwater stations:

- a. Dennis Street Pump Station
- b. South Roosevelt Pump Station

4. All other terms and conditions of the Agreement dated March 1, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed the day and year first above written.

ATTEST:

CITY OF KEY WEST

City Clerk

City Manager

WITNESS

CONTRACTOR

Print Name

Print Name and Title