

## FIRST AMENDMENT TO CONTRACT

This First Amendment to the Contract is entered into this \_\_\_th day of December 2018, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and Operations Management International, Inc., a Florida corporation (hereinafter "OMI").

### WITNESSETH

WHEREAS, On November 19th, 2013 the City Commission approved a 5-year contract establishing OMI to provide operation and maintenance services for wastewater and stormwater utilities for the City of Key West. (Resolution 13-304). This contract governs the operations of the Wastewater Treatment Plant and all pump/lift stations for wastewater and stormwater, and all associated infrastructure. The contract has an initial 5-year term, a renewal 5-year term, and a final 5-year renewal term.

RFP 09-13 was advertised for this contract was developed by Black and Veatch Engineering, Inc. who approved of the proposer's responsiveness and financial stability. From those proposers OMI was the highest rated amongst the ranking committee.

WHEREAS, CITY and OMI desire to amend certain provisions of the Contract to remove the responsibility of OMI to pay for electricity.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and OMI agree to modify the Contract as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Paragraph 2.5 of the Contract is hereby deleted in its entirety and replaced with the following:

#### Section 2.5 Direct Cost

The cost incurred for the direct benefit of the Facilities, including, but not limited to, expenditures for direct labor, employee benefits, chemical lab supplies, repairs, repair parts, maintenance, parts, safety supplies, gasoline, oil, equipment rental, office supplies, other supplies, uniforms, telephone, postage, water, utilities (excluding electricity), tools, insurance, professional memberships, and training supplies.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Jim Scholl, City Manager

ATTEST:

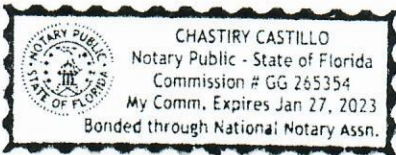
\_\_\_\_\_  
Cheryl Smith, City Clerk

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC

By: \_\_\_\_\_  
Dan Stark, Florida Manager of Projects

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



Chastiry Castillo 11/20/2018