

**FIRST AMENDMENT TO
PUBLIC LIBRARY INTERIOR RENOVATION AND
REMODELING PROJECT AGREEMENT
(IFB NO. 36-139-14; *Renovation and Remodeling of City Public Library Project*)**

THIS FIRST AMENDMENT TO PUBLIC LIBRARY INTERIOR RENOVATION AND REMODELING PROJECT AGREEMENT ("First Amendment") is entered into this _____ day of June, 2015, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **SA Consultants, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 12550 Biscayne Blvd., Suite 218, Miami, FL 33181 ("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, in June 10, 2014, the City advertised *Invitation For Bid No. 36-13-14 Renovation and Remodeling of City Public Library Project* ("IFB") to obtain the materials, labor, equipment, tools, supervision, and related services necessary for the interior renovation and remodeling of the North Miami Public Library ("Library"), in accordance with the terms, conditions, and specifications contained in the IFB; and

WHEREAS, Contractor timely submitted its bid and was evaluated by City administration as the lowest responsive-responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of the Renovation Project; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Renovation Project pursuant to the requirements contained in the Contract Documents; and

WHEREAS, in July 8, 2014, the Vice Mayor as acting Mayor and City Council adopted Resolution No. 2014-R-62, approving the selection of Contractor, and authorized the City Manager and City Attorney to negotiate and execute an agreement to carry out the renovation project.

WHEREAS, in August 7, 2014, the City and Contractor entered into an Agreement for the provision of the renovation project ("Agreement"), in accordance with Contract Documents and Resolution No. 2014-R-62; and

WHEREAS, the City desires to amend the Agreement to include additional Services/Work for the layout and construction required to complete, among other things, the Library staff offices, back area, and main entrance storefront, in accordance with the attached proposal ("Additional Services"); and

WHEREAS, in July 23, 2015, the Mayor and City Council adopted Resolution No. 2015-R-66, authorizing additional funding for the Additional Services and further authorized the City Manager and City Attorney to execute this First Amendment in order to complete the renovation project, in accordance with the terms, conditions and specifications contained in the Contract Documents; and

WHEREAS, the City Manager finds that entering into this First Amendment with Contractor for the provision of Additional Services, pursuant to the terms, conditions, and specifications contained in the Contract Documents, is in the best interest of the City.

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

1. **ARTICLE 1. DEFINITIONS** – the terms “*Services*” or “*Work*” set forth under Article 1 of the Agreement, is hereby amended to include Additional Services, which collectively constitute, but not be limited to, the following improvements to the Library facility: 1) electrical system upgrades, 2) fire alarm upgrades, 3) lighting systems upgrades, 4) plumbing upgrades, 5) asbestos removal, 6) storefront entrance replacement, and 7) back office renovations. Additional Services are further delineated in Contractor’s Proposal, dated May 7, 2015.

1.1 The term “*City’s Renovation Project Budget*” is hereby amended to include an additional amount of Seven Hundred Thousand Dollars (\$700,000.00) and included into the Guaranteed Maximum Price.

1.2 The term “*Contract Documents*” is hereby amended to include Resolution No. 2014-R-62, Resolution No. 2015-R-66, this First Amendment, and Contractor’s Proposal dated May 7, 2015, attached hereto as Exhibit “A”.

1.3 The term “*Time Schedule*” is hereby amended to include an additional ninety (90) Days from the date the City issues Contractor the Notice to Proceed Additional Services

2. **ARTICLE 4. TERM OF AGREEMENT** – Article 4 of the Agreement is hereby amended to extend the Term of Agreement by an additional ninety (90) Days from the date the City issues Contractor the Notice to Proceed Additional Services.

3. **ARTICLE 5. GUARANTEED MAXIMUM PRICE /RENOVATION PROJECT BUDGET** – Article 5 of the Agreement is hereby amended to increase the GMP and Renovation Project Budget by an additional amount of Seven Hundred Thousand Dollars (\$700,000.00).

4. **ARTICLE 6. CONTRACTOR’S SCOPE OF WORK** – Article 6 of the Agreement is hereby amended to include the Additional Services pursuant to the provisions of this First Amendment.

5. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

6. This First Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns, and personal representatives.

7. All other terms, conditions and requirements of the Agreement which have not been modified by this First Amendment, shall remain in full force and effect.

8. The Parties agree that this First Amendment is incorporated into and made part of the Agreement executed by the Parties on August 7, 2014, attached hereto as "Exhibit B".

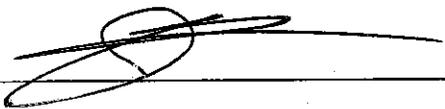
9. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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

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

ATTEST:

Corporate Secretary or Witness:

By: 

Print Name: WILLIAM GERRARD

Date: 6/29/15

SA Consultants, LLC, a Florida limited liability company,
"Contractor":

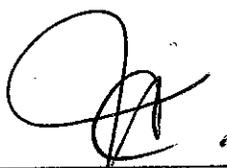
By: 

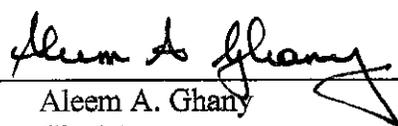
Print Name: FARAH SALEHI

Date: 6/29/15

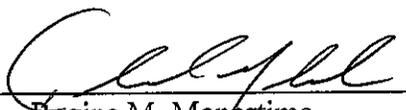
ATTEST:

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

By: 
Michael A. Etienne, Esq.
City Clerk

By: 
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Regine M. Monestime
City Attorney