CITY OF NORTH MIAMI
FIRST AMENDMENT TO CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES AGREEMENT (RFQ #29-12-13)

THIS FIRST AMENDMENT TO CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES AGREEMENT ("First Agreement") is entered into this _____ day of 3/26/2014, 2014, by and between the **City of North Miami**, a Florida municipal corporation, with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **R. J. Behar & Company, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 6861 SW 196th Avenue, #302, Pembroke Pines, FL 33332 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on June 21, 2013, the City advertised ***Request for Qualifications No. 29-12-13, Construction Engineering and Inspection (CE&I) Services*** ("RFQ"), for the purpose of selecting an experienced, licensed and insured architectural/engineering firm to provide the City with Construction Engineering and Inspection Services for the Arch Creek Bike Path and Pedestrian Bridge Replacement Project ("Project") running along Northeast 135th Street and connecting to the bike path on the Florida International University Biscayne Bay Campus ("Services"); and

WHEREAS, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statues; and

WHEREAS, in response to the RFQ, Consultant submitted its sealed qualifications for the provision of Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 23, 2013, the City and Consultant entered into an agreement for the provision of Services in accordance with the terms, conditions and specifications contained in the Contract Documents ("Agreement"); and

WHEREAS, the City has identified the need to amend the Agreement in order to reflect additional Geotechnical Services required for the Project ("Additional Services"), within the general scope of the Agreement; and

WHEREAS, Section 13.4 of the Agreement, allows the Parties to mutually modify or amend the Agreement in writing; and

WHEREAS, the City Manager finds that entering into this First Amendment is crucial for the completion of the Project and in the best interest of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth therein and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that this First Amendment is incorporated into and made part of the Agreement executed by the Parties on September 23, 2013, attached hereto as "Exhibit A".

2. The Parties hereby amend the Agreement to include Additional Services as specifically delineated in the attached "Exhibit B", at a cost not to exceed Sixteen Thousand Eight Hundred Fifty Three and 27/100 Dollars ($16,853.27).

3. The Term of Agreement is hereby extended through August 31, 2014.

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

5. This First 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 First Amendment, shall remain in full force and effect.

7. 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 executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

R. J. Behar & Company, Inc., a Florida for-profit corporation:

"**Consultant**":

By: _____

Print Name: _____

Date: _____

ATTEST:

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By: 2C7010872EE8414...

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation:
"**City**"

DocuSigned by:

By: 253EA29BC4CB45C...

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

By: Regine Monestime
9787BB01BC7F413...

Regine M. Monestime
City Attorney