

**FIRST AMENDMENT TO
CITY OF NORTH MIAMI
HOME BEAUTIFICATION PROGRAM AGREEMENT
(IFB No. 09-16-17)**

THIS FIRST AMENDMENT TO HOME BEAUTIFICATION PROGRAM AGREEMENT (“Agreement”) is made and entered into this ____ day of 5/10/2018, 2018 between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Construct Build, Inc.**, a Florida Profit Corporation, having its principal business office at 1490 NW 3 Avenue, Suite 110, Miami, FL 33136 (“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, on April 11, 2017, the City entered into Home Beautification Project Agreements with Contractor, to provide the City with home rehabilitation services for the City’s Home Beautification Program, in accordance with the technical specifications, terms, and conditions contained in the *Invitation for Bids #09-16-17, Home Beautification Projects* (“IFB”); and

WHEREAS, the City desires to amend the Agreements to include home rehabilitation services such as replacement of exterior doors, repaving and installation of new driveways, installation of impact windows and sliding glass doors, hurricane shutters, pressure cleaning and painting of exterior surfaces for approximately twelve (12) additional eligible homes (“Additional Services”); and

WHEREAS, on March 13, 2018, the Mayor and City Council passed and adopted Resolution Number. 2018-R-39 (“Resolution”) authorizing the City Manager and City Attorney to negotiate and execute an amendment between the City and Contractor at a cost not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

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

1. ARTICLE 2 – DEFINITIONS

- a. *City’s Project Budget* – means the maximum funds proposed to be budgeted by the City for the completion of the Project. The City’s Project Budget is not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00), for each amended agreement pursuant to Resolution Number 2018-R-39.
- b. *Contract Documents* –the Resolution is hereby incorporated into and made a part of the Agreement, which is attached hereto as “Exhibit A”.

- c. *Project* – means the total sum of all Services/Work to be performed under this Agreement for the completion of the City’s Single Family Beautification Program, in accordance with the terms, conditions, and specifications contained in the Contract Documents, and including but not limited to, planning, engineering, permitting, and construction services, with final approved inspections and permits required by Permitting Authorities. Contractor’s scope of Project shall not exceed thirty six (3) Worksites.
- d. *Project Amount* – means the absolute and maximum amount to be paid by the City to Contractor for the provision of Additional Services, not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00). At no time shall the City be charged, or be liable for, any amount in excess of One Hundred Twenty Thousand Dollars (\$120,000.00).
- e. *Worksite* – the precise Project locations as designated by the City, twelve (12) eligible single-family homes, where Work is to be done by Contractor or its Subcontractor under this Agreement, in accordance with the terms, conditions and specifications contained in the Contract Documents.

2. **ARTICLE 5 – PROJECT AMOUNT & PROJECT BUDGET**

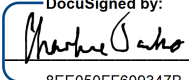
- a. Contractor shall be paid an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) for the provision of Additional Services. At no time shall the City be charged, or be liable for, any amount in excess of One Hundred Twenty Thousand Dollars (\$120,000.00). Contractor agrees to be responsible for any amount in excess of the Project Amount. This amount incorporates the maximum compensation paid by the City to Contractor for Additional Services rendered to all Worksites, pursuant to the terms, conditions and specifications contained in the Contract Documents.
 - b. *Completion schedule*- the City shall assign individual Projects (Work Orders) to the Contractors under this agreement and the parties shall agree to a schedule for completion for each assigned project prior to the commencement of work. The agreed upon timeline for completion of work on each project shall be documented in writing by the parties.
3. All other terms and conditions of the original agreement remain in full force and effect.

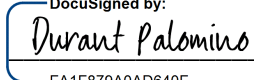
[The remainder of this page is intentionally left blank.]

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:

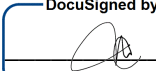
Construct Build, Inc., a Florida Profit Corporation,
“Contractor”:

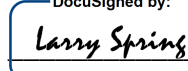
By: 
8EE050FF609347B...
Print Name: Charlene Jacks
Date: 5/5/2018

By: 
FA1F879A0AD640F...
Print Name: Durant Palomino
Date: 5/4/2018

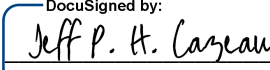
ATTEST:

City of North Miami, a Florida municipal
Corporation:
“City”

By: 
238844DEA71246F...
Michael A. Etienne, Esq.
City Clerk

By: 
238844DEA71246F...
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
238844DEA71246F...
Jeff P. H. Cazeau, Esq.
City Attorney