

**FIRST AMENDMENT TO  
ARCHITECTURAL & ENGINEERING  
SERVICES AGREEMENT**

(RFQ 38-09-10; North Miami Library Renovation)

**THIS FIRST AMENDMENT TO ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT** ("First Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and Zyscovich, Inc., a for profit corporation organized and existing under the laws of the State of Florida, having its principal office at 100 N. Biscayne Boulevard, 27<sup>th</sup> Floor, Miami, FL 33132 ("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 July 30, 2013, the City entered into an Architectural & Engineering Services Agreement with Contractor ("Agreement"), for Architectural and Engineering Services required for the renovation and remodeling of the North Miami Public Library ("Library"), including the provision of measured drawings, conceptual designs, advanced schematics, design development, construction documents, construction administration, permitting, and other related services (collectively referred to herein as, "Services"), in accordance with the technical specifications, terms, and conditions contained in the *Request for Qualifications # 38-09-10, Continuing Professional Architectural & Engineering Services* ("RFQ"); and

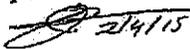
**WHEREAS**, the City desires to amend the Agreement to include additional Services for the layout, design and construction documents required for the Library staff offices, back area, and main entrance storefront, in accordance with the attached two (2) documents detailing the Scope of Work ("Additional Services"); and

**WHEREAS**, the City Manager finds that entering into an agreement 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 2. CONTRACT DOCUMENTS** -- Article 2 of the Agreement, is hereby amended to include this First Amendment and Contractor's Scope of Work, attached hereto as Exhibit "A".

2. **ARTICLE 3. TERM** -- Article 3 of the Agreement, is hereby amended to extend the Term of Agreement required for the provision of Additional Services, to two (2) weeks from the City's authorization to proceed, ~~and the receipt of the site survey.~~ JMS



3. **ARTICLE 4. COMPENSATION** – Article 4 of the Agreement, is hereby amended to include additional compensation to Contractor for Additional Services performed under this First Amendment, in the amount not to exceed Fifteen Thousand Four Hundred Fifty Dollars (\$15,450.00).

4. **ARTICLE 5. SCOPE OF SERVICES** – Article 5 of the Agreement, is hereby amended to include the Contractor's Scope of Work, as detailed in the two (2) documents dated January 28, 2015, and attached hereto as Exhibit "A".

5. **ARTICLE 6. CITY'S TERMINATION RIGHTS** – Article 6 of the Agreement, is hereby amended to allow the City Manager, as opposed to the "City", to terminate this First Amendment, in his sole discretion at any time, with or without cause.

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

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

8. 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.

9. The Parties agree that this First Amendment is incorporated into and made part of the Agreement executed by the Parties on July 30, 2013, attached hereto as "Exhibit B".

10. 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:

Zyscovich, Inc., a Florida for-profit corporation,  
"Contractor":

By: [Signature]

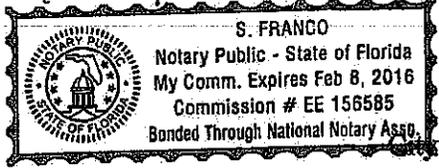
By: [Signature]

Print Name: Sandra Franco

Print Name: Jose Yurgveto

Date: 02/05/2015

Date: 2.5.15



ATTEST:

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

By: [Signature]  
Michael A. Etienne, Esq.  
City Clerk

By: [Signature]  
Aleem A. Ghany  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: [Signature]  
Regine M. Monestime  
City Attorney