

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

**(RFQ 12-14-15; Water Resources/Stormwater Design Services)**

**THIS AMENDMENT TO CONTINUING ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT** (“Amendment”) is entered into this \_\_\_ day of 3/21/2018, 2018, 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 **R. J. Behar & Company, Inc.**, a Florida for-profit corporation authorized to do business in the State of Florida, having its principal business office at 6861 SW 196 Avenue, #302, Pembroke Pines, FL 33332 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on January 26, 2017, the City entered into an Architectural & Engineering Continuing Services Agreement (“Agreement”) with R. J. Behar & Company, Inc. (“Consultant”), to provide the City with Water Resources and Stormwater Design Services for the Tressler Street Drainage Improvements Project, in accordance with the technical specifications, terms, and conditions contained in the *Request for Qualifications #12-14-15, Continuing Architectural & Engineering Services* (“RFQ”); and

**WHEREAS**, the City desires to amend the Agreement to include additional Construction Administration Services (“Services”); and

**WHEREAS**, on February 27, 2018, the Mayor and City Council passed Resolution No. 2018-R-27, authorizing the City Manager to execute this Amendment for the required additional Services relating to the Tressler Street Drainage Improvements Project, at a cost not to exceed Fifty Three Thousand Fifteen Dollars (\$53,015.00).

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

1. **Article 2. CONTRACT DOCUMENTS**- is hereby amended to include Consultant’s proposal entitled: Scope of Services: Construction Management Services. Consultant’s proposal is hereby incorporated into and made part of the Agreement (see attached “Exhibit A”).
2. **Article 3. TIME FOR PERFORMANCE**- is hereby amended to extend the Time for Performance for twenty six (26) weeks from the City’s issuance of a Notice-to-Proceed for the construction contract to be awarded for this project.
3. **Article 4. COMPENSATION**- is hereby amended to include additional compensation for Services under Task Order Number 2, at an amount not to exceed Fifty Three Thousand Fifteen Dollars (\$53,015.00)

- 4. **Article 5. SCOPE OF SERVICES-** is hereby amended to include the Services provided under Scope of Services: Construction Administration Services.
- 5. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

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

ATTEST:

Corporate Secretary or Witness:

R. J. Behar & Company, Inc., a Florida for-profit corporation  
“**Consultant**”:

By: DocuSigned by:  
Juan H. Vazquez, P.E.  
EC6AA04752CA43F...

By: DocuSigned by:  
Robert J. Behar  
FF30DABFDE8F4D5...

Print Name: Juan H. Vazquez, P.E.


Print Name: Robert J. Behar

Date: 3/21/2018

Date: 3/21/2018

ATTEST:

City of North Miami, a Florida municipal corporation: “**City**”

By: DocuSigned by:  
  
267040872EE8414...  
Michael A. Etienne, Esq.  
City Clerk

By: DocuSigned by:  
Larry Spring  
C23984DEA2724CF...  
Larry M. Spring, Jr.  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by:  
Jeff P. H. Cazeau  
3C2C76D6D7D5464...  
Jeff P. H. Cazeau  
City Attorney