

RESOLUTION NO. R-2012-97

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE CITY MANAGER'S APPROVAL AND EXECUTION OF A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND COASTLAND CONSTRUCTION, INC., FOR ADDITIONAL RELATED SERVICES REQUIRED FOR THE COMPLETION OF THE NW 131ST STREET STREETScape IMPROVEMENT PROJECT, AT A COST NOT TO EXCEED TWO HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$284,000.00), AND TO EXTEND THE TIME FOR PERFORMANCE TO NOVEMBER 30, 2012; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on April 5, 2011, the City of North Miami ("City") advertised *Invitation for Bid No. 42-10-11 NW 131st Street Streetscape Improvement* ("IFB"), to provide the City with all the labor, supervision, materials, equipment, tools, services and expertise necessary for the installation of bike lanes, sidewalks, curbs and gutters along NW 131st Street, from NW 7th Avenue to NW 17th Avenue ("Worksite"), in accordance with the terms, conditions, requirements and specifications contained in the IFB ("Services"); and

WHEREAS, on July 12, 2011, the Mayor and City Council ("Council") approved the selection of Contractor and authorized the City Manager and City Attorney to negotiate and execute an agreement for the provision of Services; and

WHEREAS, on August 1, 2011, the City and Contractor executed an agreement for the provision of Services, in accordance with the terms, conditions and specifications contained in the IFB ("Agreement"); and

WHEREAS, on September 28, 2011, the Parties amended the Agreement to extend the Time for Performance by Three Hundred Sixty-Five (365) Days from the effective date of September 9, 2011, at no additional cost to the City; and

WHEREAS, City administration has identified the need for additional related Services, which are considered essential for the completion of the Worksite project, at a cost not to exceed Two Hundred Eighty-Four Thousand Dollars (\$284,000.00); and

WHEREAS, to adequately accommodate the completion of additional related Services by the Contractor, the City administration finds that the Time for Performance must be reasonably extended to November 30, 2012; and

WHEREAS, on June 26, 2012, the Council passed and adopted Resolution No. R-2012-82 ("Resolution"), authorizing the City Manager, City Attorney and City Clerk to take all necessary actions and to execute all documents affecting the health, safety and welfare of the City, during the Council's recess commencing July 11, 2012, through August 27, 2012; and

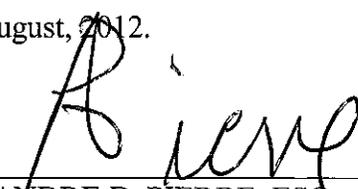
WHEREAS, in accordance with the authority granted by Resolution, the City Manager respectfully requests the ratification of the Second Amendment to Agreement, in order to finalize the Worksite project, in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby ratify the City Manager's approval and execution of a Second Amendment to Professional Services Agreement, in substantially the attached form, between the City of North Miami and Coastland Construction, Inc., for additional related services required for the completion of the NW 131st Street Streetscape Improvement Project, at a cost not to exceed Two Hundred Eighty-Four Thousand Dollars (\$284,000.00), and to extend the Time for Performance to November 30, 2012.

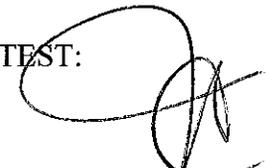
Section 2. **Effective Date.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 28 day of August, 2012.



ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilwoman Steril

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	<u> x </u>	(Yes)	<u> </u>	(No)
Vice Mayor Jean R. Marcellus	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Michael R. Blynn, Esq.	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Scott Galvin	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Marie Erlande Steril	<u> x </u>	(Yes)	<u> </u>	(No)

**CITY OF NORTH MIAMI
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
(NW 131st Streetscape Improvement Project - IFB #42-10-11)**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this ____ day of _____, 2012, by and between the **City of North Miami**, a Florida municipal corporation located at 776 NE 125th Street, North Miami, FL ("City") and **Coastland Construction, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 4611 SW 71st Street, Miami, FL 33155 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on April 5, 2011, the City advertised *Invitation for Bid No. 42-10-11 NW 131st Street Streetscape Improvement* ("IFB"), to provide the City with all the labor, supervision, materials, equipment, tools, services and expertise necessary for the installation of bike lanes, sidewalks, curbs and gutters along Northwest 131st Street, from Northwest 7th Avenue to Northwest 17th Avenue ("Worksite"), in accordance with the terms, conditions, requirements and specifications contained in the IFB ("Services"); and

WHEREAS, on August 1, 2011, the City and Contractor executed an agreement for the provision of Services, in accordance with the terms, conditions and specifications contained in the IFB ("Agreement"); and

WHEREAS, on September 28, 2011, the Parties amended the Agreement to extend the Time for Performance by Three Hundred Sixty Five (365) Days from the effective date of September 9, 2011, at no additional cost to the City; and

WHEREAS, City administration has identified the need for additional related Services, which are considered essential for the completion of the Worksite project, at a cost not to exceed Two Hundred Eighty-Four Thousand Dollars (\$284,000.00); and

WHEREAS, to adequately accommodate the completion of additional related Services by the Contractor, the City administration finds that the Time for Performance must be reasonably extended to at least November 30, 2012; and

WHEREAS, on _____, 2012, the Mayor and City Council passed and adopted Resolution Number R-2012-____ authorizing the City Manager to execute this Second Amendment to finalize the Worksite project, in the best interest of the City.

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

1. The Parties agree that this Second Amendment is incorporated into and made part of the Agreement executed by the Parties on August 1, 2011, attached hereto as "Exhibit A".
2. The Contractor agrees to perform additional related Services, as indicated in the following Change Order Requests: number 00002, and number 00004R through number 00011, attached hereto as composite "Exhibit B".
3. The City agrees to pay Contractor an amount not to exceed Two Hundred Eighty-Four Thousand Dollars (\$284,000.00) for Contractors performance and completion of the additional related Services, in accordance with "Exhibit B".
4. The Parties hereby amend the Agreement to extend the Time for Performance from September 9, 2012, to November 30, 2012.
5. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
6. This Second Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
7. All other terms of the Agreement which have not been modified by this Second Amendment, shall remain in full force and effect.
8. This Second 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:

Coastland Construction, Inc., a Florida for profit corporation: **“Contractor”**

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

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

By: _____

By: _____

Michael A. Etienne
City Clerk

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney