

**FIRST AMENDMENT TO
ARCHITECTURAL & ENGINEERING
CONTINUING SERVICES AGREEMENT
(RFQ No. 12-14-15; Landscape Architecture)**

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT AGREEMENT (“First Amendment”) is entered into this _____ day of _____, 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Calvin, Giordano & Associates, Inc.**, a for-profit corporation organized and registered to do business under the laws of the State of Florida, having its principal office at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 (“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 March 24, 2015, the City advertised *Request for Qualifications # 12-14-15, Continuing Architectural & Engineering Services* (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when needed basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

WHEREAS, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (2015); and

WHEREAS, in response to the RFQ, Contractor submitted its sealed Qualifications for the provision of professional Landscape Architecture services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-116, approving the selection of Contractor for the provision of Landscape Architecture services on a continuing-contractual basis; and

WHEREAS, on November 4, 2016, the City and Contractor executed an Architectural & Engineering Continuing Services Agreement (“Agreement”), attached hereto as “Exhibit “A”, for the provision of professional Landscape Architecture services for the proposed Liberty Gardens Park at 715 N.E. 125th Street (“collectively referred hereto as “Services”); and

WHEREAS, the original time allotted to perform Services is not sufficient to allow Contractor to complete the Project and City has agreed to allot an additional thirty (30) days for completion of Services; and

WHEREAS, Section 16.4 of the Agreement requires that all amendments and modifications to the Agreement must be in writing and executed by the Parties.

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

1. **ARTICLE 3. TIME FOR PERFORMANCE** – Article 3 of the Agreement is hereby amended to increase Contractor’s Time for Performance to four (4) months from the effective date of the Agreement.
2. The Parties agree that this First Amendment shall be made a part of the Agreement previously executed by the Parties
3. This First Amendment shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
4. All other terms, conditions and requirements contained in the Agreement, which have not been modified by this First Amendment, shall remain in full force and effect.
5. 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 First Amendment.

[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:

Calvin, Giordano & Associates, Inc., a Florida for-profit corporation:
"Contractor"

By: *Dawn Hopkins*

Print Name: Dawn Hopkins

Date: 2/7/17

By: *Shelley Eickner*

Print Name: Shelley Eickner

Date: 2-7-17

ATTEST:

City of North Miami, a Florida municipal Corporation:

"CITY"

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

Deputy for the

By: *[Signature]*
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *[Signature]*
Jeff P. H. Cazeau, Esq.
City Attorney