AMENDMENT TO CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES

This Amendment is made as of the <u>Auth</u> day of <u>August</u>, 2022 by and between the TOWN OF JUNO BEACH, a Florida municipal corporation, hereinafter referred to as the TOWN, and DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT CORP, a Florida corporation, hereinafter referred to as the CONTRACTOR, whose FEI Number is 46-0882396.

WHEREAS, on September 15, 2020, the parties executed a Contract for Building Official, Plan Review and Inspection Services ("Contract") whereby CONTRACTOR agreed to perform such services in accordance with the Request for Proposals issued by the TOWN; and

WHEREAS, Section 2 of the Contract provided for a term of two years, with one additional twoyear term at the option of the TOWN; and

WHEREAS, the TOWN wishes to exercise its option for an additional two-year term, and the parties wish to acknowledge the extension through the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the TOWN and CONTRACTOR agree as follows:

- 1. The foregoing recitals are ratified and incorporated herein by reference.
- 2. Article 2 of the Contract is hereby amended to extend the term of the Contract for an additional two years, from October 1, 2022 through September 30, 2024.
- 3. The Contract is amended to include a new Article 29 to read as follows:

ARTICLE 29. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

4. All other provisions of the Contract, to the extent not expressly modified in this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Amendment to Contract as of the day and year first above written.

TOWN OF JUNO BEACH

BY:

ATTEST:

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:

TOWN ATTORNEY

CONTRACTOR:

Name:

WITNESSED BY:

Print Name