

**AMENDMENT NO. 1 TO THE SHORT FORM CONSTRUCTION CONTRACT BETWEEN THE
PALM DESERT HOUSING AUTHORITY AND MOHAWK COMMERCIAL, INC.**

1. Parties and Date.

This Amendment No. 1 to the **SHORT FORM CONSTRUCTION CONTRACT, HA48600**, is made and entered into as of this **1st day of July, 2025**, by and between the Palm Desert Housing Authority ("Authority") and **Mohawk Commercial, Inc., a Corporation**, with its principal place of business at **160 S. Industrial Blvd., Calhoun, GA 30701** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The Authority and **Mohawk Commercial, Inc.** have entered into an agreement entitled "**Short Form Construction Contract, HA 48600**" dated **November 14, 2024** ("Agreement" or "Contract") for the purpose of retaining the services of **Mohawk Commercial, Inc.**, to provide **Procurement and Installation of Floor Coverings and Related Supplies, Equipment, and Services Project**.

2.2 Amendment. The Authority and **Mohawk Commercial, Inc.** desire to amend the Agreement to **increase compensation and extend term**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to **3.18.17** of the Agreement.

3. Terms.

3.1.1 Term. Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2026**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than three additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of the Agreement if necessary to complete the Service.

3.1.2 Compensation. Section **3.7.1** of the Agreement is hereby amended in its entirety to read as follows:

Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Annual Not to Exceed Contract Price **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)** ("Total Contract Price") for actual work performed, provided that such amount shall be subject to adjustment pursuant to the applicable terms of this contract or written Change Orders approved and signed in advance by the Authority.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO SHORT FORM CONSTRUCTION
CONTRACT BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND MOHAWK COMMERCIAL, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the
SHORT FORM CONSTRUCTION CONTRACT as of the day and year first above written.

PALM DESERT HOUSING AUTHORITY

**MOHAWK COMMERCIAL, INC., A
CORPORATION**

By: _____

Chris Escobedo
Interim Executive Director

By: _____

Mike Gallman
President

Attest:

By: _____

Anthony J. Mejia
Secretary

By: _____

Alex Munhoz
VP Finance

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

Clerks QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Review