

**AMENDMENT NO. 1 TO AGREEMENT
FOR GENERAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 to the Agreement dated January 24, 2012 is made this 27th day of January, 2014, by and between the **CITY OF DELRAY BEACH, FLORIDA** (the "City") and **MATHEWS CONSULTING, INC.** (the "Consultant").

WITNESSETH:

WHEREAS, the parties desire to exercise their right to renew the Agreement entered into January 24, 2012 for one year, pursuant to Section VI "Agreement Period," which will extend the contract until January 24, 2015.

WHEREAS, the parties desire to further amend the Agreement in order to modify the salary and billing rates for the extension.

WHEREAS, the parties desire to amend the Agreement to comport with the recent changes in state law pertaining to public records and to reference the Palm Beach County Inspector General's authority to review contracts.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to repeal Exhibit "B" that was attached to the Agreement dated January 24, 2012 and replace it with the new "Exhibit B" as attached to this Amendment No. 1.

3. The parties desire to amend the agreement to add Paragraph X "Inspector General" and Paragraph Y "Public Records" to comport with recent changes to county and state law:

X. Inspector General:

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

Y. Public Records:

Consultant shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Consultant at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to the Consultant.
- e) If Consultant does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

4. All other terms and conditions of the Agreement of January 24, 2012 not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.

1 the day and year first above written.

ATTEST:

By: *Donald D. Nelson*
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: *[Signature]*
Mayor

Approved as to legal sufficiency
and form:

By: *[Signature]*
City Attorney

WITNESSES:

Courtney Marshall
Print Name: Courtney Marshall

[Signature]
Print Name: Lebecca Davis

MATHEWS CONSULTING, INC.

By: *[Signature]*

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of January, 2014, by RENE L. MATHEWS,
He/She is personally known to me or has produced _____ (type
of identification) as identification.



VICTORIA PARSONS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE884755
Expires 3/17/2017

[Signature]
Notary Public – State of Florida

CITY OF DELRAY BEACH



1993
2001

100 N.W. 1st AVENUE

DELRAY BEACH, FLORIDA 33444

561/245-7000

October 4, 2013

David L. Mathews, P. E. Vice President
Mathews Consulting, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401

REF: RFQ #2012-06 – General Engineering Consulting Services
1st- One Year Renewal Agreement

Dear Mr. Mathews;

The agreement for the above referenced RFQ expires on January 24, 2014.

Per Addendum No.1, dated October 04, 2011 item one (1). Section VI of Agreement is amended to read as follows: "The agreement shall be for two (2) years with the right to renew for three (3) one (1) year extensions. Each one year renewal will be at the City's discretion. However, the agreement shall extend until all Service Authorizations are completed. Each Service Authorization shall delineate a time for completion of the services to be rendered."

Please advise if this one (1) year extension of your executed agreement dated January 24, 2012 would be acceptable at the same terms and conditions

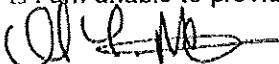
Please respond by signing below and returning one original copy to my attention, Patsy Nadal, Purchasing Division, City of Delray Beach, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444 or by email: nadal@mydelraybeach.com.

Sincerely,


Patsy Nadal, Purchasing Manager

☒ I hereby agree to the one (1) year extension of the subject RFQ

☐ I am unable to provide a one (1) year extension of the subject RFQ



Signature

10-10-13

Date

David L. Mathews

Name (print)

cc: David Boyd, Finance Director
Victor Majtenyi, Interim Director of Environmental Services
Randal Krejcarek, City Engineer

EXHIBIT B

Employer Category	Hourly Raw Salary Rates	Hourly Raw Salary Rate Times 3.00 Multiplier
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Professionals – Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, etc.

Principal Engineer.....	\$55.47/hr.....	\$166.40/hr.
Project Manager.....	\$53.72/hr.....	\$161.17/hr.
Senior Engineer.....	\$48.29/hr.....	\$144.86/hr.
Engineer II.....	\$39.61/hr.....	\$118.84/hr.
Engineer I.....	\$32.19/hr.....	\$96.56/hr.

Technicians – Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors, etc.

Senior Engineering Tech.....	\$38.37/hr.....	\$115.13/hr.
Senior CADD Designer.....	\$33.42/hr.....	\$100.27/hr.
CADD Designer.....	\$29.36/hr.....	\$88.07/hr.
Construction Manager.....	\$39.41/hr.....	\$118.22/hr.
Senior Inspector.....	\$36.60/hr.....	\$109.79/hr.
Inspector.....	\$29.72/hr.....	\$89.15/hr.

Office Support

Clerical/Admin.....	\$23.53/hr.....	\$70.58/hr.
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