

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
AGREEMENT FOR ARCHITECTURAL CONSULTING SERVICES FOR DELRAY BEACH
RAILWAY STATION (PROJECT NO. 16-080)

THIS AMENDMENT NO. 1 to the Agreement for Architectural Consulting Services for Delray Beach Railway Station (Project No. 16-080) dated February 21, 2017 ("Agreement"), by and between City of Delray Beach, a municipal corporation of the State of Florida ("City"), and West Architecture + Design, LLC, organized and existing under the laws of the State of Florida ("Second Party") is entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on February 21, 2017, the City entered into the Agreement with Second Party to provide architectural and engineering services for the adaptive use and rehabilitation of the Historic Delray Beach Railway Station. Specifically, the Second Party agreed to draft Engineering drawings for permitting and construction of the Railway Station; and

WHEREAS, the parties desire to amend the scope of services of the Original Agreement to provide that Second Party will review and document the work that needs to be performed to ensure the Railway Station meets the requirements of the Florida Building Code only. Second Party will no longer be obligated to provide Engineering drawings; and

WHEREAS, the parties agree that the compensation paid to Second Party shall be amended accordingly; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The parties agree to replace Exhibit "A" to the Original Agreement with the Amended Exhibit "A" attached hereto.
3. Article 4 shall be amended as follows:

4.1 City will pay Second Party, in the manner specified in Section 4.3, the total amount of ~~One Hundred Forty Three Thousand Seven Hundred Ninety Dollars (\$143,790.00)~~ Fourteen Thousand Five Hundred Dollars (\$14,500.00) for work actually performed and completed pursuant to this Agreement ~~and Four Thousand Nine Hundred Dollars (\$4,900.00) for all reimbursables provided for in Section 4.2,~~ which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 Reimbursables

4..2.1 In accordance with and pursuant to the City's procurement code and subject to the limitations set forth below, reasonable expenses, which are directly attributable to the Project may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed ~~Four Thousand Nine Hundred Dollars (\$4,900.00)~~, zero dollars (\$0) and shall be limited to the following:

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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IN WITNESS WHEREOF, the City and the Second Party executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to form and legal sufficiency:

R. Max Lohman, City Attorney

WEST ARCHITECTURE + DESIGN, LLC

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida