



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO
SOLICITATION NO. 2014-35
ELEVATOR MAINTENANCE SERVICE TERM CONTRACT

MOWREY ELEVATOR COMPANY OF FLORIDA, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
ELEVATOR MAINTENANCE SERVICE TERM CONTRACT (RFQ 2014-35)

THIS AMENDMENT NO. 1 to the Elevator Maintenance Service Term Contract dated December 31, 2014, by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and Mowrey Elevator Company of FL, Inc. (Contractor), is entered into this ____ day of _____, 2017.

WITNESSETH:

WHEREAS, on December 31, 2014 the City entered into a five-year year contract with Contractor for elevator maintenance services in an amount not to exceed Sixty-Five Thousand dollars (\$65,000) annually (Contract); and

WHEREAS, City desires to amend this Contract to provide for the replacement and refurbishment of several existing elevator systems at City facilities and to increase to spending limit of the Contract to an amount not to exceed Four Hundred and Eighteen Thousand dollars (\$418,000) for the period commencing October 1, 2017 and ending December 30, 2018; and

WHEREAS, Contractor agrees to provide to City the additional goods and services required to perform this work in accordance with the terms and conditions of the Contract;.

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 Contract is amended as follows:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The City agrees to pay Contractor an amount not to exceed Four Hundred and Eighteen Thousand dollars (\$418,000) for the replacement and refurbishment of several existing elevator systems at various City facilities for the contract period commencing October 1, 2017 and ending December 30, 2018. Contractor understands and agrees that this is not a guaranteed amount and shall have no claim for lost profits as the total City expenditure hereunder shall be based solely upon City requirements for service.

Section 3. Paragraph 3 is hereby amended as follows:

3. The contract between the CITY and the CONTRACTOR include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS	PAGE NUMBERS
Invitation to Bid	1 - 2
Table of Contents	3
General Conditions, Instructions and Information	4-9
Indemnity/Hold Harmless Agreement	10

Cone of Silence	11
Drug Free Work Place Certification	12
Insurance Requirements & Sample Ins. Forms	13 - 16
Standard Form of Agreement	17 - 22
Corporate Acknowledgment	23
Certificate (If Corporation)	24
Special Conditions	25 - 34
Elevator Inventory / Service Hours	35
Schedule of Pricing	36 - 37
Professional References	38
Bid Signature Form	39
Vendors Marketing and /or Additional	40
Information Statement of No Bid	41

Addenda numbers 1 to 1 inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

Proposal for Elevator Modernization attached to this Amendment #1 as Exhibit "A". In the event of a conflict between this Contract and Exhibit "A", the terms of this Contract shall prevail.

Section 4. Paragraph 11: Public Records Law is hereby deleted in its entirety from the Contract and is replaced with the following:

11. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

a. Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following

- completion of the Contract if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor 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.

Section 5. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect and are hereby confirmed. The Contract and this Amendment No. 1, including all exhibits and addendum attached to each, shall 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 2017.

ATTEST:

CITY OF DELRAY BEACH

City Clerk

BY: _____
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

By: _____

Printed 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

EXHIBIT A