



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

AMENDMENT NO. 1 TO
INSPECTION, PLAN REVIEW AND DEVELOPMENT REVIEW SERVICES
AGREEMENT (BID # 2015-56)

M.T. CAUSLEY, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO

Inspection, Plan Review And Development Review Services Agreement

THIS AMENDMENT NO. 1 (Amendment) to the Inspection, Plan Review And Development Review Services Agreement dated April 14, 2017 (Agreement), by and between City of Delray Beach, a Florida municipal corporation (City), and M.T. Causley, Inc. (Contractor), a Florida corporation, is entered into this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, on August 18, 2015, the City Commission of the City of Delray Beach approved the award of Bid #2015-56 "Inspection, Plan Review and Development Services" to M.T. Causley, Inc. for a three-year term with two additional one-year renewal periods.

WHEREAS, the City desires to increase the approved annual not-to-exceed amount from \$25,000 to \$250,000.

WHEREAS, the parties desire to exercise the first option to renew the Agreement for one year to August 18, 2019; and

WHEREAS, the City determines that it is in the best interest of the City to approve this Amendment No 1 to this Agreement.

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. Section 4.1 of the Agreement is hereby amended as follows:

4.1 City will pay Contractor, in the manner specified in Section 4.3, the total not-to exceed amount of ~~Twenty Five Thousand Dollars (\$25,000)~~ Two Hundred and Fifty Thousand dollars (\$250,000) per fiscal year for work actually performed and completed pursuant to this Agreement and billed in accordance with the hourly rate schedule detailed in Exhibit D. Contractor acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

3. This Amendment No. 1 extends the Agreement, under the same terms and conditions, for the period of August 19, 2018 through August 18, 2019, for an annual not-to-exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000)

4. The City Manager is hereby directed and authorized to take all actions necessary and prudent in order to execute this Amendment No. 1 and any future amendments and to effectuate the terms of this Agreement.

5. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

CITY OF DELRAY BEACH


Katerri Johnson, City Clerk

BY: _____
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

M.T. Causley, Inc.

By: 

MICHAEL T. CAUSLEY

Printed Name

PRESIDENT

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