



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

AMENDMENT NO. 2 TO
SOLICITATION NO. 2015-32
AGREEMENT FOR LIME SLUDGE REMOVAL AND DISPOSAL

DEV-LAND DEMOLITION & SITE, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
AGREEMENT FOR LIME SLUDGE REMOVAL AND DISPOSAL

THIS AMENDMENT NO. 2 to the agreement for lime sludge removal and disposal dated April 15, 2015, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Dev-Land Demolition & Site, Inc. (hereinafter referred to as Contractor), a Florida corporation, is entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on April 15, 2015 the City entered into a two-year agreement with Contractor for lime sludge removal and disposal (hereinafter referred to as the "Agreement"); and

WHEREAS, on May 3, 2017, the City exercised its first one-year option to renew the Agreement through April 14, 2018; and

WHEREAS, the City determines that is in the best interest of the City to renew the Agreement through April 14, 2019, utilizing its second and final one-year renewal option, in accordance with the terms and conditions of the Agreement; and

WHEREAS, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the 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. This Amendment No. 2 renews the Agreement, under the same terms and conditions, for the period of April 15, 2018 through April 14, 2019 for an annual not-to-exceed amount of Two Hundred Ten Thousand Dollars (\$210,000).
3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, and this Amendment No. 2 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 _____, 20__.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____

Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR

David Demolition Site

By: _____

Carl Deveau

Printed Name

President

Title

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of February, 2018, by Carl Deveau, as President (name of officer or agent, title of officer or agent), of Devland Demolition Site (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Florida Driver License (type of identification) as identification.



David Cano

Notary Public – State of Florida