

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

AMENDMENT NO. 2 TO
MASTER CONTRACTOR/SERVICES AGREEMENT
FOR
ROAD RESTORATION SERVICES

M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AMENDMENT NO. 2 to Master Contractor/Services Agreement for road restoration services dated February 7, 2017, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and M & M Asphalt Maintenance, Inc. d/b/a All County Paving, Inc. (hereinafter referred to as "Contractor"), a Florida corporation, is entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on February 7, 2017, City entered into an Agreement with Contractor for road restoration services (Agreement) utilizing existing contract prices provided to the City of Sunrise pursuant to its solicitation number 15-17-02-MS (C15-33-05-MS). The term of the Agreement was from February 7, 2017 through May 31, 2017, with two, one-year renewal options, contingent upon the City of Sunrise's renewal of C15-33-05-MS with Contractor; and

WHEREAS, on May 4, 2017, in accordance with solicitation number 15-17-02-MS, the City of Sunrise exercised their first option to renew C15-33-05-MS through May 31, 2018; and

WHEREAS, on June 29, 2017, City executed Amendment No. 1 which retroactively renewed the Agreement with Contractor through May 31, 2018; and

WHEREAS, on March 5, 2018, in accordance with solicitation number 15-17-02-MS, the City of Sunrise exercised their second and final option to renew C15-33-05-MS through May 31, 2019; and

WHEREAS, City desires to continue to procure these products and services from Contractor through May 31, 2019, utilizing existing contract prices provided to the City of Sunrise pursuant to C15-33-05-MS; 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 June 1, 2018 through May 31, 2019.
3. Section 3 of the Master Contract/Services Agreement is hereby amended as follows:

This Agreement shall terminate on May 31, 2018 2019, ~~unless renewed by the City of Sunrise and City.~~

4. 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

By: _____

Printed Name _____

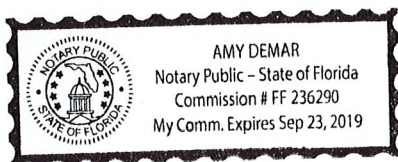
Title _____

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of march, 2018, by Jeffrey Cohen, as Vice President (name of officer or agent, title of officer or agent), of MMA Asphalt Maintenance Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



Notary Public – State of Florida