



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

AMENDMENT NO. 1 TO
SOLICITATION NO. 2017-047
PURCHASE AND DELIVERY OF BULK GASOLINE AND DIESEL FUEL

MACMILLAN OIL COMPANY, LLC

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
PURCHASE AND DELIVERY OF BULK GASOLINE AND DIESEL FUEL

THIS AMENDMENT NO. 1 to the agreement for the purchase and delivery of bulk gasoline and diesel fuel dated June 7, 2017, by and between City of Delray Beach, a municipal corporation of the State of Florida (herein referred to as "City"), and Macmillan Oil Company, LLC (herein referred to as "Contractor"), a Florida Limited Liability Corporation, is entered into this ____ day of _____, 2018.

WITNESSETH:

WHEREAS, on June 7, 2017, the City entered into a three-year agreement with Contractor for the purchase and delivery of bulk gasoline and diesel fuel (herein referred to as "Agreement"); and

WHEREAS, the City desires to eliminate the approved agreement value as stated in the Agreement in order to maintain consistency with current Purchasing Department procedures; and

WHEREAS, Contractor agrees to continue to provide products and 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. Section 4.1 of the Agreement shall be amended to read as follows:

City will pay Contractor, in the manner specified in Section 4.2, ~~the total amount not to exceed Seven Hundred Sixty Thousand Dollars (\$760,000.00) per year~~ for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by Contractor as full compensation for all such service and in accordance with **Exhibit D**, Schedule of Pricing. 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. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby 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.

IN WITNESS WHEREOF, the City and Contractor hereto have set their hands and corporate seals on this _____ day of _____, 2018.

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: _____
[Signature]

Daniel Alonso.
Printed Name

President
Title

(SEAL)

STATE OF Florida
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 21 day of August, 2018, by Daniel Alonso, as President (name of officer or agent, title of officer or agent), of Manatlan del Co LLC (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 _____ (type of identification) as identification.

[Signature]

Notary Public, State of _____

