



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

AMENDMENT NO. 1 TO
RFP NO. 2017-019

PLUMBING MAINTENANCE AND REPAIR SERVICES
AGREEMENT

GREENTEAM PLUMBING, LLC.
DBA GREENTEAM SERVICE CORP.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
RFP NO.2017-019
PLUMBING MAINTENANCE AND REPAIR SERVICES

THIS AMENDMENT NO. 1 to the agreement for Plumbing Maintenance and Repair Services dated April 22, 2017 (hereinafter referred to as the "Agreement"), by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and GreenTeam Plumbing, LLC DBA GreenTeam Service Corp., a Florida corporation ("hereinafter referred to as the "Contractor") is entered into this ____ day of _____, 2018.

WITNESSETH:

WHEREAS, on March 30, 2017, the City entered into a two (2) year agreement with the Contractor for Plumbing Maintenance and Repair services, and

WHEREAS, as a result of a persistent rise in the price of applicable commodities, goods, demand for services, and

WHEREAS, in order to provide the required services without interruption, the City desires to increase a previously approved agreement value, and

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 dated April 22, 2017 shall be amended to read as follows:

City will pay Contractor, in the manner specified in Section 4.3, in the total not-to-exceed annual amount of ~~Seventy-five Thousand Dollars (\$75,000)~~ One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) for work actually performed and completed pursuant to this Agreement and billed in accordance with the schedule detailed in Exhibit A, Scopes of Services. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party'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 to form for legal sufficiency:

R. Max Lohman, City Attorney

**GREENTEAM PLUMBING, LLC
D/B/A/ GREENTEAM SERVICE CORP.**

By: _____
James Terry
Printed Name
President
Title

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH Broward

The forgoing instrument was acknowledged before me this 12 day of October, 2018, by James Terry, as President (name of officer or agent, title of officer or agent), of Greenteam Service Corp. (name of corporation acknowledging), a _____ (state of place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Milagros Cruz
Notary Public - State of Florida

