



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

**AMENDMENT NO. 2 TO
AGREEMENT NO. 2017-048**

BAXTER & WOODMAN, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
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THIS AMENDMENT NO. 2 to Agreement No. 2017-048 dated August 31, 2017, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Baxter & Woodman, Inc. (hereinafter referred to as "Consultant"), an Illinois corporation authorized to do business in the State of Florida, is entered into this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, on August 31, 2017, the City entered into a five-year agreement with Baxter & Woodman, Inc., dba Matthews Consulting, a Baxter & Woodman Company for continuing engineering, surveying, and landscape architectural consulting services (hereinafter referred to as the "Agreement"); and

WHEREAS, on April 17, 2018, the City executed Amendment No. 1 to the Agreement to add a lump sum compensation method and a multiplier option; and

WHEREAS, pursuant to the terms and conditions of the Agreement, the Consultant has made application for and the City desires to accept an adjustment to the hourly salary rates effective September 1, 2021; and

WHEREAS, the City was notified that Baxter & Woodman, Inc., dba Mathews Consulting, a Baxter & Woodman Company, officially changed its business name to Baxter & Woodman, Inc.; and

WHEREAS, the City desires to formally adopt the business name change to Baxter & Woodman, Inc.; and

WHEREAS, Consultant agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement and as amended by Amendment No. 1 and this Amendment No. 2.

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. Effective September 1, 2021, Exhibit "B" of the Agreement dated August 31, 2017, is hereby replaced in its entirety with the revised Exhibit "B", which is attached hereto and incorporated herein.
3. By entering into this Agreement Consultant acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Consultant affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Consultant, the Consultant may be prohibited from conducting future business with the

City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Consultant.

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.

IN WITNESS WHEREOF, the City and Consultant hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:

Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

BAXTER & WOODMAN, INC.

By:

Rebecca Travis

Printed Name

Executive Vice President

Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2021, by Rebecca Travis (name of person), as Executive Vice President (type of authority) for Baxter & Woodman, Inc. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced —



Courtney Marshall
Notary Public — State of Florida