

**AMENDMENT NO. 1
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF CUTLER BAY
AND

FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 14-05**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into this ____ day of January, 2020 (“Effective Date”), by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (“Town”) and _____ (“Consultant”), who shall collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the Consultant entered into an Agreement dated January 2, 2015 (“Agreement”) attached hereto as Exhibit “A”, for the provision of professional engineering services as outlined in Request for Qualifications (“RFQ”) No. 14-05 – Professional Engineering Services; and

WHEREAS, the Town wishes to modify the Agreement in accordance with the terms and conditions set forth in this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Amendments Control.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the Agreement, the terms of this Amendment shall prevail and govern.
3. **Defined Terms.** All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided.
4. **Counterparts.** This Amendment may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Amendment will constitute an original document and all executed counterparts, together, will constitute the same Amendment.

5. **Amendment of Section XVII of the Agreement.** Section XVII of the Agreement is deleted and replaced as follows:

SECTION XVII — DURATION OF AGREEMENT

The Agreement term will be for three (3) years, with the option for the Town to extend the agreement for an additional two (2) one-year terms. The Town may terminate the agreement with a thirty (30) days' notice without giving any reason. After the contract extension ending January 2, 2020, the Town shall have the sole option to renew the Agreement for an additional four (4) months, ending May 2, 2020, upon the same terms and conditions.

6. **No Further Modifications.** Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written above.

WITNESSES:

CONSULTANT

Print:_____

Print:_____

By:_____

Print: _____

[Company Name]

Dated this ____ day of January, 2020.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA

Debra E. Eastman, MMC
Town Clerk

By:_____

Rafael G. Casals, ICMA-CM, CFM
Town Manager

Dated this ____ day of January, 2020.

Approved as to form and legality for
the use of and reliance by the
Town of Cutler Bay only:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Town Resolution No. ____ - ____