

**FIRSTAMENDMENT
TO
AGREEMENT FOR ELEVATOR
MAINTENANCE AND REPAIR SERVICES**

This First Amendment ("Amendment") is entered into on this October ____, 2016 by and between the City of Fort Lauderdale (hereinafter "City") and Xpert Elevator Services, Inc. (hereinafter "Contractor"), individually referred to herein as "Party" and jointly referred to as "Parties" for the purpose of amending "AGREEMENT FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES" (hereinafter "Agreement"), dated May 3, 2016.

Whereas, a contract for elevator maintenance and repair services was awarded in the amount of \$71,460.00; and

Whereas, the City has experienced significant issues related to elevator operations during the first year of the contract; and

WHEREAS, the City has administratively amended the Agreement with Contractor to increase the expenditures for repair and maintenance by \$25,000.00; and

WHEREAS, the City estimates that additional repairs to elevators during the first year of the contract will be required in the amount of \$85,000.00; and

WHEREAS, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have mutually agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth herein, the Parties agree as follows:

1. Article IV of the Agreement is hereby amended to increase the contract amount by \$110,000.00 to a maximum amount of \$181,460.00 for year one.
2. The additional \$110,000.00 shall be allocated in accordance with Exhibit B of the Agreement for the following Item #'s and amounts:
 - a. 563-11717-01-22 at \$25,000
 - b. 563-11717-01-23 at \$15,000
 - c. 563-11717-01-24 at \$10,000
 - d. 563-11717-01-25 at \$5,000
 - e. 563-11717-01-26 at \$55,000
3. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Lee R. Feldman, City Manager

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Cole J. Copertino,
Assistant City Attorney

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ATTEST:

Xpert Elevator Services, Inc.

By _____
Dean A. Beckenmeyer, President

Print Name:
Title:

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2016 by Dean A. Beckenmeyer as President of Xpert Elevator Services, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed, Printed
Or Stamped

My Commission Expires:

Commission Number