

STATE OF TEXAS
COUNTY OF COLLIN

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FIRST AMENDMENT TO AGREEMENT FOR BUILDING
INSPECTION PROFESSIONAL SERVICES

This **First Amendment to Agreement for Building Inspection Professional Services** (“First Amendment”) is made as of the Effective Date by and between the **City of Allen, Texas** (“City”) and **SAFEbuilt Texas, LLC** (“Professional”)(each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, the Parties entered into that certain *Agreement for Building Inspection Professional Services* effective June 14, 2019, (the “Agreement”) wherein Professional agreed to provide to City certain building inspection services as described in the Agreement; and

WHEREAS, City anticipates that the volume of building inspection services that City needs Professional to perform pursuant to the Agreement will, on an annual basis, exceed the estimated volume of services set forth in the request for proposal that ultimately resulted in the award and execution of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to increase the maximum fee to be paid to Professional on an annual basis as well as to adjust the initial term of the Agreement.

NOW THEREFORE, for and in consideration of the promises made on to the other as set forth herein and other good and valuable consideration, the receipt and sufficiency the Parties acknowledge, the Parties agree as follows:

1. The Agreement is amended as follows:

A. Section 1.1 is amended to read as follows:

1.1 This Agreement shall commence on June 12, 2019 (“Effective Date”) and continue through the City’s fiscal year ending September 30, 2020 (“the Initial Term”). City shall have the right, at its sole discretion, to renew and extend the term of this Agreement for two (2) additional periods of one (1) year each, beginning on October 1, 2020, and October 1, 2021, respectively,(each a “Renewal Term”) such extensions to be on the same terms and conditions as the original term of the Agreement (the Initial Term and Renewal Terms collectively being the “Term”).

B. Section 4.1 of the Agreement is amended by amending the first sentence to read as follows:

“Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, with the total

amount for the Initial Term not to exceed \$263,885.00 and the total amount for each Renewal Term not to exceed \$210,000.00.”

2. Except as amended in accordance with Section 1, above, the Agreement remains in full force and effect.
3. This Amendment shall be effective on the date it bears the signatures of the authorized representatives of the Parties (the “Effective Date”).
4. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

SIGNED AND AGREED this _____ day of _____, 2020.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2020.

SAFE BUILT TEXAS, LLC

By: _____
Thomas P. Wilkas, Chief Financial Officer