AMENDMENT TO THE CONTINUING
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AMENDMENT TO THE CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WATER RESOUCES MANGEMENT ASSOCIATES, is made this ____ day of _____, 2023, by and between the TOWN OF LAKE PARK, a Florida municipal corporation (hereinafter referred to as "**Town**") and WATER RESOURCES MANAGEMENT ASSOCIATES, INC., a Florida Corporation with a principle address of 169 Tequesta Drive, Suite 32E, Tequesta, Florida 33469 (hereinafter referred to as "the **Consultant**" or "**WRMA**").

RECITALS

WHEREAS, on November 7, 2018, the Town entered into a five-year continuing services agreement with WRMA whereby WRMA agreed to provide the Town with water resource and stormwater engineering services (the Agreement); and

WHEREAS, the Town was awarded a grant by the Florida Department of Economic Opportunity (the Department) to be used by the Town for stormwater infrastructure rehabilitation; and

WHEREAS, the Town has requested that WRMA provide engineering services for a stormwater infrastructure rehabilitation project (the Project) which is being funded by the Department; and

WHEREAS, because the Project will be funded by the Department with public funds, the Department requires that the Town add specific language to the Agreement associated with Federal Guidelines which are primarily contained in Title 2 Code of Federal Regulations Part 200 (2 CFR 200); and

WHEREAS, to satisfy the Department's requirements, the Town and WRMA have agreed to amend the Agreement they entered into on November 7, 2018, to include the language required by the Department.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and WRMA have agreed to the amendment of the Agreement as follows:

Section 1. The recitals are incorporated herein.

Section 2. The Agreement is hereby amended to add a new Section 10, as follows:

SECTION 10 – FEDERAL PROCUREMENT COMPLIANCE STANDARDS

10.1 Prohibition of Contingency Fees:

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona-fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

10.2 Price Adjustment Clause:

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete and current at the time of contracting. The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. For the purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

10.3 Applicability of Section 3, Housing and Urban Development Act of 1968

The work to be performed under this contract is subject to the requirements of the Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.

10.4 Applicability of Appendix II, 2 CFR Part 200

The Consultant / Contractor shall comply with all applicable provisions of Appendix II to 2 CFR Part 200.

Title 2 – Grants and Agreements
Subtitle A – Office of Management and Budget Guidance for Grants and Agreements
Chapter II – Office of Management and Budget Guidance
Part 200 – Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200 – Contract Provisions for Non-Entity Contracts under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., page. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act)40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the stature, contractors must be required to pay wages to laborers and mechanics at a rate no less than the prevailing wares specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in-whole or in-part by Loans or Grants for the United States"). The Act provides that each contractor or sub recipient mush be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non0Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part5). Under 40 U.S.C. 3702 of the Act, each contractor mush be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half time the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or material or articles ordinarily available on the open market, or contract for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract of Agreement. If the Federal award meet the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or sub-recipient wished to enter into a contract with a small businesses firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient or sub recipient must comply with the requirements of 37 CFR Part 401. "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standard, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as mended (333 U.S.C. 1251-1387). Violations must be report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment of Suspension (Executive Orders 1259 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and12689 (3 CFR park 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contactors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing of attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier to the non-Federal award.

(J) See § 200.323

(K) See § 200.216

(L) See § 200.322

10.5 Applicable Florida State Statutes

This agreement is also bound by applicable regulations contained in section 287.055, Florida Statutes (F.S.) and Chapter 73C-23.0051(3) of the Florida Administrative Code (FAC).

Section 3. All of the other terms contained in the Agreement remain the same.

[Signature pages follow]

IN WITNESS WHEREOF, The Town and Consultant have caused this Amendment to be duly executed on the day and year first written above.

TOWN:

TOWN OF LAKE PARK,

a Florida municipal corporation

By: _____

Print Name: _____

Title: _____

This Amendment is executed by Consultant as of the date first written above.

CONSULTANT:

WATER RESOURCES MANAGEMENT ASSOCIATES, INC., a Florida corporation.

By: _____

Print Name: Raul M. Mercado

Title: President

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