

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the Professional Services Agreement for Construction Engineering and Inspection (CEI) Services for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project (“Amendment”) is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **AE Engineering, Inc.**, a Florida Corporation (“CONSULTANT”).

WHEREAS, on June 23, 2020 after a competitive selection process under the CCNA, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Construction Engineering and Inspection Services to the CITY (the “Agreement”);

WHEREAS, the CONSULTANT has submitted a proposal to provide additional resources and re-scheduling of operations to supplement the necessary inspection services; and

WHEREAS, the CITY and CONSULTANT desire to amend the Agreement to add additional services as described in **Exhibit “A”**, which is attached hereto and incorporated herein; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Scope of Services.** The parties agree that the scope of services is amended to include the additional services described in **Exhibit “A”**.
3. **Compensation to Consultant.** The compensation to be paid by the CITY to the CONSULTANT for the additional services described in **Exhibit “A”** shall not exceed Seventy-Nine Thousand Four Hundred Eighty-Eight and 75/100 Dollars (\$79,488.75).
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement for Construction Engineering and Inspection Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

A.E. Engineering Inc.

[Corporate Seal]

By: Roderick Myrick
Print Name: Roderick Myrick, PE
Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 12th day of MARCH 2021, by Roderick Myrick, as the President [title] of A.E. Engineering Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Leslie Bruce
Notary Public Signature

Notary Seal:



EXHIBIT "A"



Thursday, February 11, 2021

Mr. Felipe Lofaso, Assistant Director | Public Works Department
City of Lake Worth Beach – Public Works Dept.
1749 3rd Avenue South
Lake Worth, FL 33460

RE: CEI Services for Park of Commerce Phase 2 FDOT Lap Project – SA 1

Dear Mr. Lofaso

Due to the aggressive schedule and critical path developed for the project referenced above, AE Engineering Inc. required additional extended resources and re-scheduling of operations to provide the inspections needed while maintaining the project within budget and time. We are requesting to consider allocating additional funds per the schedule below to allow AE Engineering Inc. to properly staff the close out phase of this project.

			2021		Total Man Months	Total Man Hours	Rate	Amount
Name	Company	Position	APR	MAY				
			End of Constr	Final Estimates / LAP closeout				
Ricardo Baraybar, P.E.	AE	Sr. Project Engineer	0.10	0.10	0.20	33.00	\$ 190.00	\$ 6,270.00
Andres Alehortua	AE	Project Administrator	0.70	0.70	1.40	231.00	\$ 150.00	\$ 34,650.00
Philip Lyon / Siva Bathula	AE	LAP CSS	0.60	0.50	1.10	181.50	\$ 125.00	\$ 22,687.50
Alex Baader	AE	Roadway Inspector	1.00	0.25	1.25	206.25	\$ 65.00	\$ 13,406.25
Natasha Rynning	AE	Resident Compliance Specialist	0.10	0.10	0.20	33.00	\$ 75.00	\$ 2,475.00
Man Month Subtotal			2.50	1.65	4.15	684.75		\$ 79,488.75

If you have any questions or need further information, please do not hesitate to contact us at (786) 236-0791.

Sincerely,

Roderick Myrick, P.E., President

219 N Newnan Street •4th Floor •Jacksonville, Florida, 32202