

**SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
For Engineering Design and Construction Management Services for the City's
Neighborhood Street Program**

THIS SECOND AMENDMENT to the Professional Services Agreement for Engineering, Design and Construction Management for the City's Neighborhood Street Program ("Amendment") is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Mock Roos & Associates, Inc.**, a Florida Corporation ("CONSULTANT").

WHEREAS, on February 7, 2017, the CITY and CONSULTANT entered into a Professional Service Agreement for CONSULTANT to provide Engineering, Design and Construction Management Services for the City's Neighborhood Street Program ("Agreement"); and

WHEREAS, the term of the Agreement was for four (4) years with one (1), one (1) year renewal option; and

WHEREAS, on January 26, 2021 the City exercised its one (1) year option to renew the Agreement through February 6, 2022; and

WHEREAS, in the past year the City's Neighborhood Street Program has not been completed due to various delays due to COVID and other related, unforeseeable factors; and

WHEREAS, there is an ongoing project that the CONSULTANT is still working on and the City requires CONSULTANT to continue the services until the construction is completed; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the term of the Agreement until completion of the construction on City's Neighborhood Street Program or latest December 31, 2022, whichever comes first; 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. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to December 31, 2022 unless all services are completed prior to that date.
3. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, the First Amendment 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 and the First Amendment (except as amended herein) remain in full force and effect.

4. **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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement (Engineering, Design and Construction Management Services for the City's Neighborhood Street Program) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, 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

CONSULTANT: MOCK ROOS & ASSOCIATES, INC.

By: _____

[Corporate Seal]

Print Name: Garry Gruber, P.E.

Title: Senior Vice 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 23rd day of November 2021, by Garry Gruber, PE, as the Sr. Vice President of Mock Roos & Associates, 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.

Jane E. Hayes
Notary Public Signature

Notary Seal:

