

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
(Engineering Services for Park of Commerce Infrastructure Improvements Projects)

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment" hereinafter) is made this _____ day of _____, 2020 between the **City of Lake Worth Beach**, Florida, a municipal corporation ("City" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Mock, Roos & Associates, Inc.**, whose mailing address is 5720 Corporate Way, West Palm Beach, FL 33407 ("Consultant" hereinafter).

WHEREAS, on January 7, 2014, the City approved the Professional Services Agreement with the Consultant for the engineering services for the Park of Commerce Infrastructure Improvements Project (the "Agreement");

WHEREAS, the City desires to amend the Agreement to include additional services from the Consultant;

WHEREAS, the Consultant has provided a proposal for said additional services; and,

WHEREAS, the City and Consultant desire to amend the Agreement to include the additional services.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant agree to amend the Agreement as follows:

1: **AMENDMENT.** The Agreement is amended as follows:

- a. The Consultant's scope of services is amended to include those additional services as described in the Consultant's proposal, which is attached hereto as Exhibit "A" and incorporated herein.
- b. The City agrees to pay the Consultant for said additional services the not to exceed amount set forth in Exhibit "A".

2: **ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Amendment and the parties' Agreement for Professional Services (as amended to date) set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated therein. None of the provisions, terms and conditions contained in the aforementioned documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3: **LEGAL EFFECT.** This Amendment shall not become binding and effective until approved by the City Manager.

4: **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

5: **AMENDMENT.** Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement (as amended) shall remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment No. 3 to the Professional Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

170-5020-519.63-15 56% \$12,891.20
428-5090-538.63-15 26% \$5,985.20
422-7034-533.63-60 18% \$4,143.60
Project #SG1803

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
Bas 5/19/20

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **MOCK, ROOS & ASSOCIATES, INC.**

By: _____
[Signature] *4/15/20*

[Corporate Seal]

Garry G. Gruber, P.E.
Senior Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of April, 2020, by **Garry G. Gruber, P.E.**, who was physically present, as **Senior Vice President**, of **Mock, Roos & Associates, Inc.**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public



Tabbatha S. Marcus
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG950436
Expires 1/23/2024

[Signature]
Print Name: Tabbatha S. Marcus
My commission expires: 1/23/24



MOCK • ROOS
CONSULTING ENGINEERS

April 10, 2020

Mr. Brian Shields, P.E.
City Engineer
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460

Ref. No.: B2042.86
Subject: City of Lake Worth Beach
Amendment No. 3 to the Development of Phase 1B Construction Documents
Additional Limited Bid & Construction Support Services

Dear Mr. Shields:

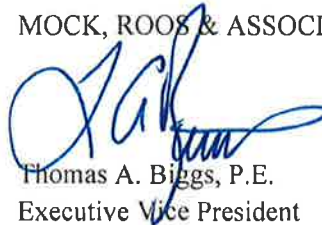
We are submitting the attached Proposal to *Provide Additional Limited Bid and Construction Support Services for the Park of Commerce, Phase 1B*. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$23,020.00.

If you have any questions please contact me at 683-3113, extension 216. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



Thomas A. Biggs, P.E.
Executive Vice President

TAB:tsm
Enclosure
Copies: Bookkeeping

Proposal for Amendment No. 3 to Provide Additional Limited Bid and Construction Support Services for the Lake Worth Beach Park of Commerce, Phase 1B

Services to be provided by: Mock•Roos

Services provided to (City): City of Lake Worth Beach

Proposal Date: April 10, 2020

Proposal Terms

A. Project Description:

The City of Lake Worth Beach has requested Mock•Roos to provide additional limited bid and construction support services for the Lake Worth Beach Park of Commerce, Phase 1B specifically to modify the road alignment on 4th Avenue North and address unanticipated United States Army Corps of Engineers (USACE) permitting issues as a result of Lake Worth Drainage District Canal Regrading Requirements. Mock•Roos will perform services as outlined in **B. Scope of Services** below:

B. Scope of Services:

1. Limited Construction Phase Services
 - a. Modify 4th Avenue North Alignment to reduce impact on overhead power.
 - b. Prepare USACE Permit Application Packages.
 - c. Respond to USACE Permitting RFI requirements.
 - d. Attend two additional General Coordination meetings with City and Owner's Representative.
 - e. Provide City Amended CAD files (Current version AutoCAD Civil 3D) as permitting requirements may necessitate.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.

2. Any design changes, schedule changes, drawing changes, or other project changes requested by the City will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from the City.

D. Fees and Rates:

1. Mock•Roos will complete these services on an hourly basis at Mock•Roos' hourly rates, plus reimbursable expenses.
2. The total fee to provide the Scope of Services is anticipated to be \$23,020.00.
3. Mock•Roos will not provide services in excess of the anticipated fee without signed authorization from City.
4. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus reimbursable expenses or for an agreed upon lump sum fee.
5. Any Permit Fees will be paid by City.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 60 days of its date.
2. This Proposal is based on the Scope of Services being completed within the original construction contract days allowed. If not completed by this date for reasons other than those within the control of Mock•Roos, Mock•Roos may request a change order as provided for in Mock•Roos' Contract with the Client (City Contract No. RFP 12-13-200).
3. This proposal serves as a supplement to the general agreement between Mock•Roos and Client, Contract RFP 12-13-200.
4. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services outlined above. This authorization becomes valid upon Mock•Roos receiving one **executed** copy of this proposal with original signatures below.

MOCK ROOS & ASSOCIATES, INC.

**LAKE WORTH BEACH PARK OF COMMERCE
 AMENDMENT NO. 3 TO DEVELOPMENT OF PHASE 1B CONSTRUCTION DOCUMENTS
 ADDITIONAL LIMITED BID AND CONSTRUCTION SUPPORT SERVICES, PHASE 1B
 City of Lake Worth Beach, Florida**

Estimate of Manpower Requirements & Professional Services Fee

| TASK DESCRIPTION | Corporate Officer | Senior Engineer | Project Engineer III | Senior CADD | Senior Admin. Assistant | Amount |
|---|-------------------|-------------------|----------------------|-----------------|-------------------------|--------------------|
| 1. Additional Limited Construction Administration | | | | | | |
| a. Modify 4th Avenue North Alignment | 4 | 8 | 16 | 0 | 0 | \$4,260.00 |
| b. Prepare USACE Permit Application Packages | 4 | 16 | 24 | 4 | 4 | \$7,380.00 |
| c. Respond to Additional RFIs | 4 | 8 | 16 | 0 | 8 | \$4,820.00 |
| d. General Coordination with City (Two Additional Meetings) | 4 | 8 | 8 | 0 | 0 | \$3,140.00 |
| e. Provide Amended CAD files | 4 | 8 | 8 | 0 | 4 | \$3,420.00 |
| Total | 20 | 48 | 72 | 4 | 16 | \$23,020.00 |
| TOTAL LABOR COSTS | \$3,700.00 | \$7,680.00 | \$10,080.00 | \$440.00 | \$1,120.00 | \$23,020.00 |
| HOURLY LABOR RATES | \$185.00 | \$160.00 | \$140.00 | \$110.00 | \$70.00 | |
| Out-of-Pocket Expenses | | | | | | |

TOTAL PROFESSIONAL SERVICES FEES: \$23,020.00