

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Electrical Utility Cost of Service Study)

THIS FIRST AMENDMENT (“Amendment”) to the Professional Services Agreement for Electrical Utility Cost of Service Study is made as of _____, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and Leidos Engineering, LLC, a Delaware Limited Liability Company authorized to do business in the State of Florida (“CONSULTANT”).

WHEREAS, the City issued Request for Proposal RFP 20-202 in order to obtain consulting services for an Electric Utility Cost of Service Study and related services (“RFP”); and

WHEREAS, on March 5, 2020, the CITY awarded the RFP to the CONSULTANT and entered into a Professional Services Agreement for Consultant to provide Electric Utility Cost of Service Study to the CITY (“Agreement”); and

WHEREAS, the CITY’s City Manager authorized the Agreement for the first year; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the terms of the Agreement to align with the RFP’s term of three (3) years with possibility to extend for additional two (2) one (1) year terms with all other terms and conditions remaining the same; 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 for two (2) years. The City Manager may approve the additional two (2), one (1) year terms under the same terms and conditions.
3. **Scope of Services.** The parties agree that the CONSULTANT shall perform all services as specified in the Agreement.
4. **Amount Not To Exceed.** The maximum not to exceed amount for this Agreement is \$45,000.00 (Forty-Five Thousand Dollars) annually. The CITY shall not reimburse the CONSULTANT for any additional costs incurred as a direct or indirect result of the CONSULTANT providing the services as specified in the Agreement to the CITY. If the CITY needs any additional services from the CONSULTANT that are not specified in the Agreement, the CONSULTANT and CITY shall mutually agree in writing to such additional services and the cost for the same prior to such additional services being provided.
5. **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, 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.

6. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this First 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 First 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.

7. **Counterparts.** This First 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 First Amendment electronically and send the same via facsimile or email and such signature is as valid as the original signature of such party.

**REST OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement for Electric Utility Cost of Service Study 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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

**LEIDOS ENGINEERING, LLC D/B/A R.W. BECK
GROUP INC,**

By: C. Rios November 4, 2020

[Corporate Seal]

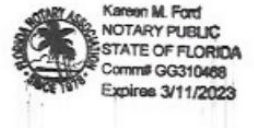
Print Name: Carolina Rios

Title: Sr. Contracts Representative

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 4th day of November, 2020, by Carolina Rios, who was physically present, as Sr. Contracts Representative (title), of **LEIDOS ENGINEERING, LLC, D/B/A R.W. BECK GROUP INC.** a Florida limited liability company, and who is personally known to me or who has produced the following N/A as identification

Notary Public: Karen M. Ford



Print Name: Karen M. Ford
My commission expires: 3-11-2023