

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR CIVIL ENGINEERING SERVICES**

THIS FIFTH AMENDMENT (“Amendment”) to the Professional Services Agreement for the Civil Engineering Services (Agreement) is made as of \_\_\_\_\_, by and between the **City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and, Craig A. Smith & Associates, LLC, a Florida Limited Liability Company with offices located at 7777 Glades Road, Suite 410, Boca Raton, FL 33434 (“CONSULTANT”).**

**WHEREAS**, the CITY issued RFQ #18-303 for engineering, architecture and related professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

**WHEREAS**, the CONSULTANT submitted a response to perform the services described in the RFQ and the CITY and CONSULTANT entered into the Agreement on March 16, 2018; and

**WHEREAS**, the Agreement had an initial two (2) year term and the option to renew for up to three (3) additional one (1) year renewals; and

**WHEREAS**, on March 11, 2020 the City and CONSULTANT exercised its first option to renew the agreement for one (1) additional year; and

**WHEREAS**, on March 3, 2021 the City and CONSULTANT exercised its second option to renew the agreement for one (1) additional year; and

**WHEREAS**, on April 6, 2022 the CITY and the CONSULTANT exercised the third option to renew the Agreement for one (1) additional year with all other terms, conditions and pricing remaining the same; and

**WHEREAS**, on February 10, 2023 the CITY and the CONSULTANT amended the Agreement to incorporate all applicable Federal Law, Federal regulations, executive orders, FEMA policies, procedure, and directives and special clauses, with all other terms, conditions, and pricing remaining the same; and,

**WHEREAS**, in the past year the CITY’s Parrot Cove Stormwater Improvement Project awarded under the Task Order# 8 has not been completed due to various delays and other related, unforeseeable factors; and

**WHEREAS**, there is an ongoing project that the CONSULTANT is engineer of record and is still working on the project and the CITY requires CONSULTANT to continue the services until the project 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 Parrot Cove Stormwater Improvement Project on CITY’s or latest September 30, 2025, whichever comes first; and

**WHEREAS**, the CITY finds amending the Agreement as set forth herein 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 September 30, 2025 unless all services are completed prior to that date.

3. **Entire Contract.** The CITY and the CONSULTANT agree that the Agreement, and all Amendments set forth the entire contract 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 this Amendment 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 or email and such signature is as valid as the original signature of such party.

5. **Compliance with Section 787.06, Florida Statutes (2024).** By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

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

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST: By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney  
Director

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services

**CONSULTANT: CRAIG A. SMITH, LLC.**

By: \_\_\_\_\_

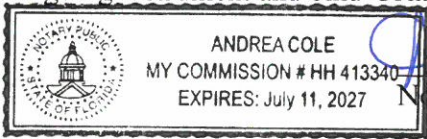
[Corporate Seal]

Print Name: STEPHEN SMITH, P.E.

Title: PRESIDENT

STATE OF Florida )  
COUNTY OF Broward )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 31<sup>st</sup> day of July 2024, by Stephen Smith, as the President [title] of **Craig A. Smith, LLC.**, a company 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 under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Craig A. Smith** to the same.



\_\_\_\_\_  
Notary Public Signature

Notary Seal:

My Commission expires: 7.11.2027