

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD 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 _____, 2022, 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, on April 7th, 2021 the CITY and CONSULTANT amended the Agreement to add additional services: and

WHEREAS, on June 28, 2021 the CITY and CONSULTANT amended the Agreement for a second time to add additional services; and

WHEREAS, the CITY and the CONSULTANT desire to amend the agreement for a third time 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 Thirty Two Thousand Four Hundred Forty Seven dollars and Fifty Cents (\$32,447.50).

4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, the First Amendment, the Second 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 (except as amended herein) remain in full force and effect.

5. **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

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

A.E. Engineering Inc.

By: Cory Nichols
Print Name: Cory Nichols
Title: Senior Vice President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 22nd day of February 2022, by Cory Nichols, as the Sn Vice 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.

Eileen Prater
Notary Public Signature

Notary Seal:



EXHIBIT "A"



February 17, 2022

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 3

Dear Mr. Lofaso,

The project team assigned to this contract required additional resources to cover the operations and project administration as needed to cover the acceptance, closeout, and reimbursement assistance. We are requesting the City of Lake Worth Beach to consider allocating additional funds per the schedule below to allow AE Engineering Inc. to cover the close out phase adequately.

Name	Company	Position	2021				2022		Total Man Months	Total Man Hours	Rate	Amount
			SEPT	OCT	NOV	DEC	JAN	FEB				
		End of Construction										
		Final Estimates / LAP closeout										
Ricardo Beraybar, P.E.	AE	Sr. Project Engineer	0.02	0.02	0.02	0.02	0.02	0.00	0.10	16.50	\$ 190.00	\$ 3,135.00
Andres Atehorua	AE	Project Administrator	0.20	0.20	0.10	0.10	0.05	0.02	0.67	110.55	\$ 150.00	\$ 16,582.50
Siva Bathuta	AE	LAP CSS	0.20	0.10	0.10	0.10	0.10	0.02	0.62	101.84	\$ 125.00	\$ 12,730.00
Man Month Subtotal			0.42	0.32	0.22	0.22	0.17	0.04	1.39	228.89		\$ 32,447.50

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