

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Electric Utility Facilities and Substation Upgrade Consulting Services)**

This First Amendment (“First Amendment”) to the Professional Services Agreement is made as of the _____, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Rep Serve, LLC**, a Florida limited liability company, (“CONSULTANT”).

WHEREAS, on February 1, 2021, the City and CONSULTANT entered a Professional Services Agreement for based on the CONSULTANT’s distinct field of expertise in Florida to provide consulting services related to the design, construction, and commissioning of electric utility facilities and substation upgrades for the City’s Electric Utility (“Agreement”); and

WHEREAS, the CONSULTANT possesses unique construction experience and a distinctive field of construction expertise to provide the identified consulting services to the City; and

WHEREAS, the CITY has continuing need for the services of the CONSULTANT; and

WHEREAS, the Agreement included specific tasks that CONSULTANT provided in the past year and the CITY wishes to extend the same services; and

WHEREAS, the CONSULTANT has agreed to provide the same services under the same rates; and

WHEREAS, the purpose of this First Amendment is to set forth certain terms and conditions for the provision of additional services by the CONSULTANT to the CITY; and

WHEREAS, under section 2-112(c)(6) of the CITY’s procurement code, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

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. **Consultant’s Services.** Section 2 of the Agreement, regarding the CONSULTANT’s services, is amended to add the additional consulting services related to the design, construction, and commissioning of electric utility facilities such as substations, switching stations, and associated equipment throughout the services territory of the Lake Worth Beach Electric Utility. Services will include field visits, attendance at contractor project review meetings, reviews of payment

submittals, submittals of as-built drawings and documentation, receipt/review of related operating manuals and commissioning documents, receipts/review project closeout documents and other related advisory services. The Consultant shall make recommendations to the City on opportunities for cost control, safety, operability, scheduling, logistics and other matters as may be warranted to ensure successful projects completion.

3. **Fees.** Section 5 of the Agreement, regarding the CONSULTANT's fees, is amended to allow for the additional services to be provided by the CONSULTANT under this First Amendment. The maximum not to exceed compensation to be paid by the CITY to the CONSULTANT under this First Amendment is **Two Hundred Thousand Dollars (\$200,000.00)**.
4. **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, the 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.
5. **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 not amended by this First Amendment remain in full force and effect.

6. **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 provide a copy to the other via facsimile or email 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 First Amendment to the Professional Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

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: **Rep Serve, LLC**

[Corporate Seal]

By: [Signature]
Print Name: MARK MEZZANIELLO
Title: Pres

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 12 day of May, 2022, by Mark Mezzanello, who was physically present, as President (title), of **Rep Serve, LLC**, a limited liability company, 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

[Signature]
Print Name: Taylor Bauer
My commission expires: 6/17/2022

