

AMENDMENT NO. 1 TO TASK ORDER NO. # 1
CONTINUING PROFESSIONAL SERVICES AGREEMENT
(Civil Engineering – Transportation)

THIS FIRST AMENDMENT TO TASK ORDER No. 1 ("Amendment") is made as of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Mock Roos & Associates, Inc.**, a Florida corporation ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein and generally described as: City-wide Sidewalk Ramp Reconstruction - **Amendment No. 1** (the "Project").

2.0 Scope

Under this Amendment, the CONSULTANT will provide additional professional Engineering services to include Monitoring ADA ramp removal & installation to the City as detailed in the CONSULTANT's Proposal, dated April 3, 2025, attached hereto as "Exhibit 1" (Consultant's Proposal) and incorporated herein.

3.0 Schedule

The services to be provided under this Amendment shall be completed within 150 calendar days from the City's approval of this amendment to this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a lump sum, not to exceed amount of \$18,870. This Amendment amends the Task Order 1 to add additional services. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. CONSULTANT shall be solely responsible for any and all amounts which exceed those stated in "Exhibit 1" unless approved in writing by the City.

5.0 Project Manager

The Project Manager for the CONSULTANT is Garry Gruber P.E., phone: (561)472-6293; email: garry.gruber@mockroos.com, and, the Project Manager for the City is Shannon Garcia, phone: 561-586-1720; email: sgarcia@LakeWorthBeachFL.gov

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Compliance with section 787.06, Florida Statutes.

By Signing this Task Order 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).

8.0 Authorization

This Amendment is issued pursuant to the Professional Services Agreement (Civil Engineering - Transportation) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated **March 28, 2023** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this amendment, this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to Task Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torrovia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



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

[Corporate Seal]

By: _____
Garry G. Gruber, P.E., Senior Vice President

STATE OF Florida)
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me ☒ **physical presence** or ☐ **online notarization** on this 5th day of September 2025, by Garry Gruber as the Senior Vice President [title] of **MOCK ROOS & ASSOCIATES, 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 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 **MOCK ROOS & ASSOCIATES, INC.** to the same.



JEANETTE JEFFCOTT
Notary Public
State of Florida
Comm# HH406758
Expires 6/5/2027

Notary Seal:

Notary Public Signature

Exhibit 1

**Proposal to Provide Professional Engineering During Construction Services for
City of Lake Worth Beach
City-wide Sidewalk Ramp Reconstruction
Amendment No. 1
Task Order No. 1**

A. Project Description:

The City has requested Mock•Roos continue to provide engineering during construction services for the City's City-wide Sidewalk Ramp Reconstruction project during the extended Contract Duration. The Contractor has been issued a Change Order extending their contract by 35 calendar days. Mock•Roos will provide additional services as follows:

B. Scope of Services:

Tasks 1-3, 7-8 and 10-12 are N/A

Task 4 – Provide a field representative for an additional 20 hours per week. Prepare Mock•Roos field observation reports. This includes attending construction meetings as requested by the City. Distribute, via email, field reports on a weekly basis.

Task 5 – Perform the additional limited services of a project engineer to perform a twice monthly site observation of the work activities and Contractor's progress.

Task 6 – Attend additional two (2) monthly progress meeting with Contractor and City to discuss project and project schedule.

Task 9 – Provide review of up to two (2) additional payment recommendations for the Contractor's pay applications.

C. Fee and Rates:

The total fee to provide the Scope of Services outlined above is **\$18,870**. Mock•Roos will complete the Scope of Services for a lump sum fee. See Attachment A for estimate of hours.

D. Additional Conditions:

1. Engineer shall have no responsibility and shall not at any time supervise, direct, control or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, equipment choice and usage, sequences, schedule, or procedures of construction selected or used by any contractor, for safety precautions, practices

Mock, Roos & Associates, Inc.

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or programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

2. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contractor documents or the contract between Client and such contractor. Engineer shall not have any authority or responsibility to stop or direct the work of any contractor.
3. Engineer's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractor(s) will generally conform to the construction documents prepared by others.
4. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work.

E. Signature:

MOCK•ROOS

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: April 3, 2025

Attachment A
City of Lake Worth Beach
Engineering During Construction Services
City-wide Sidewalk Ramp Reconstruction
Amendment No. 1

Task Description	Principal	Sr. Project Engineer	Sr. Field Representative / Engineer Intern	Project Coordinator	Subtotal
Labor Hourly Billing Rate	\$240.00	\$215.00	\$135.00	\$95.00	
Additional Scope of Services					
Task Description					
1 Review Conformed/Awarded Contract Documents					\$ -
2 Shop Drawing/Schedule/Phasing Review Assistance					\$ -
3 Pre-Construction Meeting/Minutes					\$ -
4 Construction Field Observation and Reports		4	86	4	\$ 12,850
5 Additional Periodic Site Observations by the Engineer		8		4	\$ 2,100
6 Attend Monthly Progress Meetings (2)		8		2	\$ 1,910
7 Attend Requested Additional Site Meetings					\$ -
8 RFI Responses					\$ -
9 Review Pay Applications & Recommendation Letters (2)		8		2	\$ 1,910
10 Substantial Completion Walk-Through / Punch List					\$ -
11 Final Completion Walk-Through / Follow-up					\$ -
12 Project Closeout/Record Drawing Review					\$ -
Subtotal	\$ -	\$ 6,020	\$ 11,610	\$ 1,140	
Total Mock•Roos Direct Labor					\$ 18,770
Reimbursables					\$ 100
					\$ 18,870