



Agenda Item # __C- 6__

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

AGENDA ITEM:

Approval and authorization for the Village Manager to execute an addendum to extend Municipal Engineering Services provided by Erdman Anthony for two years.

ISSUE:

On September 20, 2017, the Village Council entered into an agreement for Professional Services in connection with Municipal Engineering Services with Erdman Anthony. The original agreement allowed two additional two-year extensions. The terms of the agreement shall remain the same; with the exception of Article 29 which has been updated as per Florida Statutes and Village Code. This will be the first extension to the professional service agreement.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
	Approval:	Date:	Action:

Village Engineer

8/15/2019

**FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH
AND
ERDMAN ANTHONY**

THIS FIRST ADDENDUM, made and entered into this ____ day of August, 2019, effective on the 20th day of September, 2019, by and between the Village of Royal Palm Beach, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, hereinafter referred to as the “Village”, and Erdman Anthony, with mailing address at 5405 Okeechobee Boulevard, West Palm Beach, FL 33417, hereinafter referred to as “Consultant”, both of whom agree that the current “Agreement for Professional Services” regarding Municipal Engineering Services made and entered into by the Village and Consultant on the 20th day of September, 2017, is hereby amended in the following manner:

Section 1: The above-referenced Agreement regarding Municipal Engineering Services is extended to run from September 20, 2019 until September 19, 2021. This is the first extension of the term of the Agreement as permitted by the provisions of the Agreement at Article 1.

Section 2: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect with the exception of Article 29 which is replaced with the following:

ARTICLE 29 - AUTHORIZED REPRESENTATIVE

The parties agree that in order to facilitate the orderly and efficient implementation of the Project and the work contemplated by this Agreement, each party shall appoint an authorized representative (or representatives) for such party. The VILLAGE's representative shall have the authority to transmit instructions, receive information, and interpret and define the VILLAGE's policies and decisions pertinent to the work covered by this Agreement. The parties understand and agree that the VILLAGE Manager has the authority under the VILLAGE'S purchasing guidelines to issue individual Consultant Service Authorizations that do not exceed fifty thousand dollars (\$50,000.00) in value. The parties understand and agree that only the VILLAGE Council has the authority to issue individual Consultant Service

Authorizations that exceed fifty thousand dollars (\$50,000.00) in value, or approve changes or modifications to this Agreement on behalf of the VILLAGE. The CONSULTANT's representative shall be authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of its performance under this Agreement. The initial representatives shall be Raymond C. Liggins Jr., P.E., Village Manager, for the VILLAGE; and Dana Gillette, P.E. Principal Associate, for CONSULTANT. Either party shall have the right to change its authorized representative or representatives, or to add additional representatives, from time to time, throughout the term hereof, by giving written notice to the other party hereto in accordance with the notice provisions of this Agreement and by mutual consent of both parties.

Section 3: This Addendum shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the Village has caused this First Addendum to be signed and executed on its behalf by its Village Manager; and Erdman Anthony, has signed and executed this First Addendum, both in duplicate, with an effective date as noted above.

Village of Royal Palm Beach

Witnesses:

1. _____

2. _____

By: _____
Signature

Name: Raymond C. Liggins, P.E

Title: Village Manager

Approved as to Form and Legal Sufficiency


By: _____
Village Attorney

Witnesses:

1.  _____

2.  _____

Erdman Anthony

By:  _____
Signature

Name: Dana Gillette

Title: Principal Associate

Approved by Village Council On _____

Item No. _____