



Agenda Item # 0476

**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 Bridge Construction Engineering and Inspection Services provided by Alan Gerwig & Associates for two years.

ISSUE:

On November 6, 2015, the Village Council entered into an agreement for Professional Services in connection with Bridge Construction Engineering and Inspection Services with Alan Gerwig & Associates. 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 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

9/19/2019

**SECOND ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH
AND
ALAN GERWIG & ASSOCIATES, INC.**

THIS SECOND ADDENDUM, made and entered into this ____ day of _____, 2019, effective on the 6th day of November, 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 Alan Gerwig & Associates, Inc., with mailing address at 12798 W Forest Hill Blvd Suite 201, Wellington, Florida 33414, hereinafter referred to as "Consultant", both of whom agree that the current "Agreement for Professional Services" regarding Bridge Construction Engineering and Inspection Services made and entered into by the Village and Consultant on the 6th day of November, 2015, as amended by the "First Addendum to Agreement for Professional Services by and between the Village of Royal Palm Beach and Alan Gerwig" dated October 20, 2017 (hereinafter the "Agreement"), is hereby amended in the following manner:

Section 1: The above-referenced Agreement regarding Bridge Construction Engineering and Inspection Services is extended to run from November 6, 2019 until November 5, 2021. This is the second and final 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 Alan Gerwig, 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 Second Addendum to be signed and executed on its behalf by its Village Manager; and Alan Gerwig & Associates, Inc, has signed and executed this Second Addendum, both in duplicate, with an effective date as noted above.

Village of Royal Palm Beach

Witnesses:

1. _____

By: _____

Signature

2. _____

Name: Raymond C. Liggins, P.E

Title: Village Manager

Approved as to Form and Legal Sufficiency

By: _____

Village Attorney

Alan Gerwig & Associates, Inc.

Witnesses:

1. Elizabeth Joseph

By: _____

Signature

2. Alan Gerwig

Name: Alan Gerwig

Title: President

Approved by Village Council On _____

Item No. _____