

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 Surveying Engineering Services provided by Langan Engineering and Environmental Services, Inc. for two years.

ISSUE:

On June 20, 2019, the Village Council entered into an agreement for Professional Services in connection with Surveying Engineering Services with Langan Engineering and Environmental Services, Inc. The original agreement allowed two additional two-year extensions. The terms of the agreement shall remain the same; with the exception of Articles 23, 24 and 25 which have been updated as per Florida Statutes. This will be the first extension to the professional service agreement.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager Approval:	Agenda Date:	Village Council Action:
Village Engineer		5/20/2021	

FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE VILLAGE OF ROYAL PALM BEACH AND LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC

THIS FIRST ADDENDUM, made and entered into this ______ day of _______, 2021, effective on the 20th day of June, 2021, 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 Langan Engineering and Environmental Services, Inc., with mailing address at 300 Kimball Drive Parsippany, NJ 07054, hereinafter referred to as "Consultant", both of whom agree that the current "Agreement for Professional Services" regarding Surveying Services made and entered into by the Village and Consultant on the 20th day of June, 2019, (hereinafter the "Agreement"), is hereby amended in the following manner:

Section 1: The above-referenced Agreement regarding Surveying Services is extended to run from June 20, 2021 until June 19, 2023. This is the first extension of the term of the Agreement as permitted by the provisions of the Agreement at Article 1.

Section 2: The above-referenced Agreement is hereby modified to insert Articles 23, 24 and 25 which are incorporated by reference and hereinafter shall read as follows:

ARTICLE 23 - PUBLIC ENTITIES CRIMES ACT

As provided in Secs. 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a), *Florida Statutes*.

ARTICLE 24 – SCRUTINIZED COMPANIES

For Contracts under \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*, and that it is not

engaged in a boycott of Israel. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), *Florida Statutes*, if the CONSULTANT has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*, or if CONSULTANT is engaged in a boycott of Israel.

For Contracts over \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*. The CONSULTANT further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Sec. 287.135, *Florida Statutes*. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), *Florida Statutes* or if the CONSULTANT has been placed on one of the aforementioned lists created pursuant to Sec. 215.4725, *Florida Statutes*. Additionally, the VILLAGE may terminate this Agreement at the VILLAGE is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Sec. 287.135, *Florida Statutes*.

ARTICLE 25 – E-VERIFY EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with Sec. 448.095, *Florida Statutes*. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT'S subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Sec. 448.095(1)(k), *Florida Statutes*, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this

Agreement which requires a longer retention period.

The VILLAGE shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Sec. 448.09(1), *Florida Statutes*, as may be amended.

If VILLAGE has a good faith belief that CONSULTANT'S subconsultant has knowingly violated Sec. 448.09(1), *Florida Statutes*, as may be amended, VILLAGE shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

<u>Section 3:</u> The above-referenced Agreement is further modified to update the sequential article numbering of previously numbered Articles 23-30 following insertion of the articles referenced in Section 2 above, providing that those articles shall hereinafter be renumbered and read as follows:

ARTICLE 26 – MODIFICATION ARTICLE 27 – SUCCESSORS AND ASSIGNS ARTICLE 28 – CONTINGENT FEES ARTICLE 29 – OWNERSHIP OF DOCUMENTS ARTICLE 30 – ACCESS AND AUDITS ARTICLE 31 – NOTICE ARTICLE 32 – AUTHORIZED REPRESENTATIVE ARTICLE 33 – ENTIRETY OF AGREEMENT

<u>Section 4:</u> 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 Langan Engineering and Environmental Services, Inc, has signed and executed this First Addendum, with an effective date as noted above.

Village of Royal Palm Beach

Witnesses:

1._____

Signature

By:

2._____

Name: <u>Raymond C. Liggins, P.E</u>

Title: Village Manager

Approved as to Form and Legal Sufficiency

By: _____

Village Attorney

Langan Engineering and Environmental Services, Inc

Witnesses:

2.

Vina Bv: Signature

Name: JOGETH E ROMANO Title: VP -

Approved by Village Council On_____ Item No._____

SCHEDULE OF FEES AND CONDITIONS SURVEY SERVICES Effective 1 January 2021

BILLING CATEGORY

HOURLY BILLING RATE

<u>Project Personnel</u>	
Survey CADD Operator	95
Survey Technician I	95
Survey Technician II	100
Survey Technician III	105
Staff Surveyor I	110
Staff Surveyor II	115
Staff Surveyor III	120
Senior Staff Surveyor I	130
Senior Staff Surveyor II	140
Senior Staff Surveyor III	145
Survey Project Personnel I	150
Survey Project Personnel II	160
Survey Project Personnel III	165
Senior Survey Project Personnel I	170
Senior Survey Project Personnel II	190
Senior Survey Project Personnel III	200
Senior Associate	275
Principal	275

SURVEYING FIELD CREW

1 person crew - \$115/hr.

2 person crew - \$165/hr.

3 person crew - \$210/hr.

3D Scanning -- 3 person \$250/hr.

3D LASER SCANNING FIELD CREW

3D Scanning -- 1 person crew \$180/hr.

3D Scanning -- 2 person \$215/hr.

- .

4 hour minimum charge on crew time may apply.

PREMIUM TIME

-Night work, holidays will be invoiced at 1.5 times the normal hourly rate.

-Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.

-Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CORNER MARKERS/VEHICLE

Pin, rebar, corner markers, PK nails with I.D. tag	\$40 each
Concrete monuments (4"x4"x30")	\$75 each
Survey vehicle	\$190/day

REIMBURSABLE EXPENSES

PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

SPECIAL FIELD EQUIPMENT

Special field equipment such as an amphibious survey vehicle, traffic control devices, boat rental, security, flagman, etc. will be billed on a daily rate.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Protective equipment will be billed on a daily rate. OVA's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates.

All subcontracted services will be billed at cost plus 15%.

SUBCONTRACTED CHARGES OTHER EXPENSES

All expenses incurred for special supplies, plan reproductions & 3D reproductions, travel and subsistence and other project-related expenses will be billed at cost plus 10%. Non-Langan vehicle mileage is billed at the GSA standard rate..

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5%/mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

