



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 Stormwater Engineering Services provided by CDM Smith, Inc. for two years.

ISSUE:

On October 4, 2019, the Village Council entered into an agreement for Professional Services in connection with Stormwater Engineering Services with CDM Smith, 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, 25 and 29 which have 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 Date:	Village Council
	Approval:		Action:
Village Engineer		8/19/2021	

**FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH
AND
CDM SMITH, INC.**

THIS FIRST ADDENDUM, made and entered into this ____ day of _____, 2021, effective on the 4th day of October, 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 CDM Smith, Inc, with mailing address at 621 NW 53es Street #265, Boca Raton, FL 33487, hereinafter referred to as “Consultant”, both of whom agree that the current “Agreement for Professional Services” regarding Stormwater Engineering Services made and entered into by the Village and Consultant on the 4th day of October, 2019, (hereinafter the “Agreement”), is hereby amended in the following manner:

Section 1: The above-referenced Agreement regarding Stormwater Engineering Services is extended to run from October 4, 2021 until October 3, 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 by replacing Article 29 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 Suzanne Mechler, P.E., 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: 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'S option if the CONSULTANT 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.

Section 4: 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

Section 5: 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 CDM Smith Inc., has signed and executed this First Addendum, 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

CDM Smith, Inc.

Witnesses:

1. _____

2. Karen Meyer

By: _____
Signature

Name: Suzanne Medlin

Title: Associate/Client Service Lead

Approved by Village Council On _____

Item No. _____