



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

**AMENDMENT NO. 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES
RFQ NO. 2017-048**

BAXTER & WOODMAN, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 3 TO
AGREEMENT NO. 2017-048

THIS AMENDMENT NO. 3 to Agreement No. 2017-048 dated August 31, 2017, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Baxter & Woodman, Inc. (hereinafter referred to as "Consultant"), an Illinois corporation authorized to do business in the State of Florida, is entered into this 11th day of October, 2022

WITNESSETH:

WHEREAS, on August 31, 2017, the City entered into a five-year agreement with Baxter & Woodman, Inc., dba Matthews Consulting, a Baxter & Woodman Company for continuing engineering, surveying, and landscape architectural consulting services (hereinafter referred to as the "Agreement"); and

WHEREAS, on April 17, 2018, the City executed Amendment No. 1 to the Agreement to add a lump sum compensation method and a multiplier option; and

WHEREAS, on July 6, 2021, the City executed Amendment No. 2 to the Agreement to add a lump sum compensation method and a multiplier option and to formally adopt the business new name change of Consultant to, Baxter & Woodman, Inc.; and

WHEREAS, pursuant to the terms and conditions of the Agreement, the Consultant has made application for and the City desires to accept an adjustment to the hourly salary rates effective September 1, 2021; and

WHEREAS, Consultant agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement and as amended by Amendment No. 1, Amendment 2, and this Amendment No. 3.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Effective September 1, 2022, Exhibit "B" of the Agreement, is hereby replaced in its entirety with the revised Exhibit "B", which is attached hereto and incorporated herein.
3. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
4. By entering into this Agreement Consultant acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Consultant affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Consultant, the Consultant may be prohibited from conducting future business

with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Consultant.

5. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the City and Consultant hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH


Katerri Johnson, City Clerk

BY:


Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:


Lynn Geln, City Attorney

BAXTER & WOODMAN, INC.

By:


Rebecca Travis

Printed Name

Executive Vice President

Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of AUGUST, 2022, by REBECCA TRAVIS (name of person), as EXEC. VICE PRESIDENT (type of authority) for BAXTER & WOODMAN, INC. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced _____


Notary Public – State of FLORIDA

Exhibit B

Baxter & Woodman, Inc.

Engineering Consulting Services

City of Delray Beach Agreement No. 2017-048 (918-42, 918-89, 906-56)

Rate Adjustment Request June 22, 2022

Exhibit B

Category Engineer	Current 2021-Hrly Raw Salary Rate	2022-Hrly Raw Salary Rate w/Adj*	<i>Proposed</i> Hrly Salary Rate w/3x Multiplier
Principal Engineer	\$ 55.02	\$ 57.50	\$ 172.49
Project Manager	\$ 34.05	\$ 35.58	\$ 106.75
Senior Engineer	\$ 35.65	\$ 37.25	\$ 111.76
Engineer I	\$ 20.60	\$ 21.53	\$ 64.58
Engineer II	\$ 25.26	\$ 26.40	\$ 79.19
Sr. Engineering Tech	\$ 25.97	\$ 27.14	\$ 81.42
Sr. CAD Designer	\$ 22.40	\$ 23.41	\$ 70.22
CADD Designer	\$ 20.60	\$ 21.53	\$ 64.58
Construction Manager	\$ 30.90	\$ 32.29	\$ 96.87
Sr. Inspector	\$ 22.66	\$ 23.68	\$ 71.04
Office Support	\$ 19.24	\$ 20.11	\$ 60.32

* US Bureau of Labor Statistics, Private Industry Wages & Salaries, March 2022 12-month index, not seasonally adjusted = 4.5%

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amendment No. 3 to Agreement for Professional Services (CCNA) with Baxter & Woodman
 Department: Public Works Contact person: Chris Snyder

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New <input type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input checked="" type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	Article 4; 7 years; from execution until 8/30/22 with option for one 2-year renewal
Termination Clause	Article 5; without or without cause
Renewal Clause	Article 4
Insurance	City standard
Indemnification	City standard
Assignment	P3 of Amd #2
Fiscal Funding Requirement	Article 5
FL. Public Records Provision (2016)	Section 1.B.22 of RFQ
Inspector General Provision	Section 1.B.25 of RFQ
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	Article 7; each bears own
E-verify	P4 of Amendment No. 2

Business Principles:

Comments

Fees: Total Value	N/A
Fees: Per Fiscal Year	N/A

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Term is from effective date until August 30, 2022. Agreement can be extended for one 2-year term. Additionally, services can be provided for no more than a year after expiration. This amendment modifies the existing pricing pursuant to a request by Contractor.
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: William Bennett, Esq.

Reviewed and approved as to form and legal sufficiency only