

ADDENDUM #1
PROFESSIONAL SERVICES AGREEMENT
CDBG-MIT DESIGN AND CEI SERVICES
FOR THE G2-G11 CANAL IMPROVEMENT
PROJECT Request for Qualifications (RFQ 23-ES-02)

THIS AGREEMENT is made and entered into this _____ day of __, 2024, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called "CONSULTANT" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on February 6, 2023. This agreement is hereby amended as follows:

1. The following Section 18, Section 23 and Section 26 and Section 26(p) is amended to the initial contract and Section 26(u) is added as follows:

SECTION 18. EXAMINATION OF RECORDS. (a) The CONSULTANT agrees that the City, or any duly authorized representative, shall, until the expiration of six (6) years after closeout of the DEO/HUD/CDGB grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the CONSULTANT involving transactions related to this Contract. (b) The CONSULTANT further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the sub-contractor agrees that the City or any duly authorized representative shall, until the expiration of six (6) years after closeout of the DEO/HUD/CDBG grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such CONSULTANT involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public. (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

SECTION 23. DISPUTES. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Bonnie Zlotnick. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

SECTION 26. COMPLIANCE WITH OTHER FEDERAL STANDARDS.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (p)Record Retention: CONSULTANT will retain all required records pertinent to this contract for a period of six years after closeout of the DEO/HUD/CDBG grant, beginning on a date as described in 2C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(u)§200.322 Domestic preferences for procurements

(1) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(3) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

ARTICLE XXXI. AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Glenn A. Irby, City Manager

Bonnie Zlotnik, City Clerk

Dated: _____

WITNESSES:

(Firm Name)

_____

By: _____
(Authorized Officer)

_____

Dated: _____

Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of _____, 2024 under Agenda Item No. _____.