

**FIRST AMENDMENT TO AGREEMENT
FOR
ENGINEERING CONSULTANT SERVICES FOR DOWNTOWN MOBILITY HUB
STREETSCAPE IMPROVEMENTS**

This First Amendment to the Engineering Consultant Services for Downtown Mobility Hub Streetscape Agreement, ("Agreement" or "agreement"), is made and entered into this _____ day of _____ 20__ by and between:

City of Fort Lauderdale, a Florida municipality existing under the laws of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, ("City")

and

Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of Florida, whose address is 421 Fayetteville Street, Suite 600 Raleigh, North Carolina 27601 ("Consultant").

WHEREAS, on March 6, 2018, the City Commission of the City of Fort Lauderdale, Florida, authorized the execution of an Agreement between Consultant and City, for the performance of professional services in connection with Engineering Consultant Services for the Downtown Mobility Hub Streetscape Improvements; and

WHEREAS, pursuant to the Request for Qualifications No. 12095-286, ("RFQ") the initial agreement term was to commence on March 6, 2018, for a period of three (3) years, with two additional one-year renewal options; and

WHEREAS, due to a scrivener's error in the Agreement, Article 6, "TERM OF AGREEMENT; TIME FOR PERFORMANCE", Section 6.1, did not reflect the term of the agreement; and

WHEREAS, the parties desire to correct the scrivener's error to incorporate the term of the agreement so that it is consistent with the language as set forth in the RFQ and the City Commission's approval on March 6, 2018; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as to the following:

1. The above recitals and representations are true and correct and are incorporated herein.

2. Article 6, entitled TERM OF AGREEMENT; TIME OF PERFORMANCE, Section 6.1, is hereby amended by inserting the additional language as follows:

The initial contract term shall commence upon the date of award by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

3. This First Amendment shall be effective upon full execution by the parties.

4. This First Amendment may be fully executed in multiple copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Engineering Consultant Services for Downtown Mobility Hub Streetscape Improvements Agreement, and this First Amendment to said Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

6. The terms and conditions of the Engineering Consultant Services for the Downtown Mobility Hub Streetscape Improvements Agreement shall remain in full force and effect, except as specifically amended by this First Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Consultant execute this First Amendment to the Engineering Consultant Services for Downtown Mobility Hub Streetscape Improvements Agreement as follows:

CITY

CITY OF FORT LAUDERDALE

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
Jeffrey A. Modarelli
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

CONSULTANT

WITNESS

Kimley-Horn and Associates, Inc.

By: _____

Print Name

Name _____

Title _____

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ for Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of Florida.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____