

**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 21 day of September 2020 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

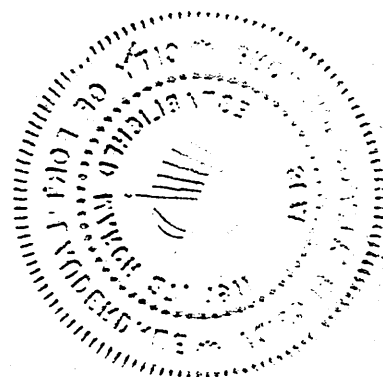
Approved as to form:

Alain E. Boileau, City Attorney

By: 

Kimberly Cunningham Mosley
Assistant City Attorney





CONSULTANT

WITNESS

JMB V
Stefano Visk

Print Name

Stewart Robertson
Stewart Robertson

Print Name

(CORPORATE SEAL)



Kimley-Horn and Associates, Inc.

By: Gary R Ratay

Name GARY R RATAY

Title VICE PRESIDENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

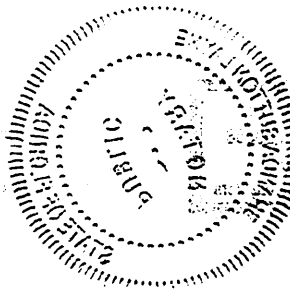
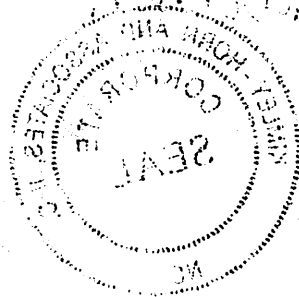
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of September, 2020, by Gary Ratay as VP for Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of Florida.

[Signature]
(Signature of Notary Public – State of Florida)

Shanda Sutton Layne
Print, Type or Stamp Commissioned Name of
Notary Public)

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





U.S. DEPARTMENT OF TRANSPORTATION
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
WASHINGTON, D.C. 20590
OFFICE OF THE SECRETARY
SAFETY





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3 ① ②
9/25/2020

Today's Date: 9/17/2020

DOCUMENT TITLE: FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR DOWNTOWN MOBILITY HUB STREETSCAPE IMPROVEMENTS

COMM. MTG. DATE: 9/1/2020 **CAM #:** 20-0482 **ITEM #:** CP-2 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** K.Nembhard/5001 **Action Summary attached:** ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Public Works **Router Name/Ext:** Claudelle R/5141 **# of originals routed:** 3 **Date to CAO:** 9/17/2020

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 9/17/2020 **Kimberly Cunningham Mosley**
Attorney's Name

KCM
Initials

3) City Clerk's Office: # of originals: 3 **Routed to:** Donna V./Aimee L./CMO **Date:** 9/18/2020

4) City Manager's Office: **CMO LOG #:** Sept 63 **Document received from:** 9-18-20 - CC

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)

☐ **PENDING APPROVAL** (See comments below)

Comments/Questions: _____

Forward 3 originals to ☐ Mayor ☒ CCO **Date:** 9-21-20

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) **Date:** _____

6) City Clerk: Forward _____ originals to CAO for **FINAL APPROVAL** **Date:** _____

7) CAO forwards _____ originals to **CCO** **Date:** _____

8) City Clerk: Scan original and forwards _____ originals to: _____

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to K.Nembhard