

TASK ORDER No. 2

Dated this day of , 2023

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

OWNER’S REPRESENTATIVE SERVICES – FIVEASH WTP REPLACEMENT PROJECT

PROFESSIONAL SERVICES

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation (“CITY”), and HAZEN AND SAWYER P.C., a professional corporation authorized to transact business in Florida (“CONSULTANT”), is pursuant to the Owner’s Representative Services – Fiveash Water Treatment Plant Replacement Project dated July 19, 2021 (“MASTER AGREEMENT”).

PROJECT BACKGROUND

The scope of services in the “Master Agreement” is divided in two (2) phases. Phase 1 – Program/Project Development and Phase 2 – Project/Construction Management, Commissioning of Treatment Plant, Closeout and Warranty.

The Fiveash Water Treatment Plant (“Fiveash WTP”) is one of the two water treatment plants currently operated by the CITY. It is the CITY’s largest water treatment plant (lime softening based) with a reported effective capacity of approximately 55-60 million gallons per day (“MGD”) and supplies potable water to approximately three quarters of the CITY’s service area. The initial infrastructure associated with this facility was constructed in 1954. Although the treated water meets all the primary drinking water standards, the common complaint is related to the level of color in the water produced by the plant which is not acceptable to the community. The source of raw water is the Biscayne Aquifer.

The CITY has entered into a Comprehensive Agreement (“Agreement”) with Ridgewood/IDE (“Project Company”) to design and construct the Prospect Lake Clean Water Center (“PLCWC”) as the replacement of the Fiveash WTP. This scope of services provides for the Owner’s Representative Services for the oversight of the design, construction, and startup of the PLCWC over the 42-month contract period between the CITY and the Project Company.

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (“QC”) of its work and of its subconsultants. The CONSULTANT shall provide to the CITY the list of sub-consultants which shall be used for this Project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and deliverables shall be submitted directly to the CONSULTANT for its independent QC review. The CITY shall only accept deliverables for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all its design review services, construction management documentation, risk management tracking, permit reviews, and other submittals furnished by the Project Company and their subconsultant(s) for CITY review. It is the CONSULTANT’s responsibility to independently and continually QC their work and all project deliverables required by this Task Order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT’s QC review. Such mark-ups shall accompany the CONSULTANT’s scheduled deliverables. The submittal shall include the names of the CONSULTANT’s staff that performed the QC review for each component (structures, roadway, drainage, etc.).

The Scope of Services to be provided by CONSULTANT services shall be as follows:

PHASE 2 – Project/Construction Management, Commissioning of Treatment Plant, Closeout and Warranty

Task 1 – Documentation Review and Preparation/Participation Workshops and Meetings

The CONSULTANT will assist the CITY to prepare for CITY meetings, including: joint workshops with the commissioners and the Infrastructure Task Force (“ITF”), Town Hall meetings, and commission meetings, and other similar meetings as requested by the CITY. These preparations will include, at a minimum, the following tasks:

- Review of existing data and documentation.
- Review of previously issued reports and/or designs.
- Meetings with CITY and/or with the Project Company (“PC”).
- Internal review meetings.
- Preparation of slides and backup material.
- Review of previous commission meetings and workshops.
- Preparation of materials to respond to previous public inquiries.

The CONSULTANT shall coordinate with CITY to perform the above tasks. CONSULTANT shall participate in the workshops/meetings with the Project Director, Project Manager, Deputy Project Manager, and/or lead advisors.

Following any commission workshops, town halls, and commission meetings, the CITY may request that CONSULTANT continue to assist with the coordination of technical requirements with the PC. This coordination may include, but is not limited to, the following tasks:

- Participation in additional meetings with CITY and/or with PC.
- Review of data.
- Preparation of additional presentation materials.
- Coordination and/or attendance at regulatory meetings.
- Preparation of additional support materials.

CONSULTANT shall coordinate with CITY to perform the above task.

Task 2 – Project Controls Implementation Services

CONSULTANT will develop the tools for effectively managing the documents and schedules throughout the delivery of the PLCWC. CONSULTANT shall develop the project controls under this task, with input from the CITY.

Subtask 2.1 – Sharepoint Collaboration Site Initiation and Maintenance

CONSULTANT shall work with the CITY to implement a Sharepoint collaboration site to provide a portal to the CITY and CONSULTANT for project documentation.

The Sharepoint site will be hosted by the CONSULTANT. CONSULTANT will provide CITY access to the site. The CONSULTANT shall provide the CITY all Project files in their native formats at the end of the Project.

Subtask 2.2 - Document Management System Development and Maintenance

CONSULTANT will implement a Document Management System (“DMS”) compatible with the CITY standards. CONSULTANT will first develop the implementation plan for the DMS in coordination with the CITY. The DMS implementation plan shall include:

1. Proposed DMS involving all stakeholders with features to include but not limited to records retention as required by Florida Statutes for public records and support of future audits.
2. Collaboration of the proposed DMS to work with PC’s proposed InEight Document Management system.
3. Proposed file structure based on work scope, communication protocols and organizational set up.
4. System implementation guidelines including establishing and maintenance of a project file system electronically.
5. Schedule for testing, configuration, training and roll-out to the CITY

CONSULTANT will implement the DMS tools and procedures in parallel with the other tasks.

CONSULTANT shall provide a Document Management Specialist to perform the document management functions throughout Phase 2. All project files will be transmitted to CITY at the end of the Project in their native formats.

Subtask 2.3 – Project Company Schedule Reviews and Schedule Support

CONSULTANT will review the PC baseline schedules and schedule updates monthly. CONSULTANT will provide comments based on contract requirements and industry best practices to ensure quality and reliability of each schedule submittal.

The baseline review will include review of phasing, schedule logic, activities, their durations and relationships, constraints, floats, calendars, resources, and critical paths in accordance with the Scope of Work and the Agreement. An accepted baseline will form the basis for review of progress updates.

The review of the updates will include a narrative of the Project status, changes to critical path, activity durations, sequence logic, floats, progress or lack thereof and identify potential issues and schedule impacts. CONSULTANT will participate in schedule review meetings, provide analysis, and recommend resolution of issues and mitigation solutions. Additionally, CONSULTANT will review all schedule related change requests and time impact analysis support.

Task 3 – Risk Management Register Maintenance

CONSULTANT will continue development of the risk register initiated under Phase 1. The risk register will include items discovered during the design and construction process. For each risk, a method for mitigation of that risk will be identified. The CONSULTANT will update the list routinely and email to the CITY for review monthly.

The CONSULTANT will document mitigation methodologies implemented by the CITY for each risk. Where the cost of the mitigation method is quantifiable, CONSULTANT will provide a conceptual cost estimate.

Task 4 – Predesign, Design and Constructability Reviews

Subtask 4.1 – Review of Raw Water Quality Characterization

CONSULTANT shall review the scope of raw water sampling and characterization to be performed by the Project Company and provide input based on historical experience with the Biscayne Aquifer. CONSULTANT shall provide input including additional constituents to be sampled, if noted as missing from the list.

Following completion of raw water quality characterization, CONSULTANT shall review and provide recommendations if additional testing is required. The Project Company will be responsible for performing all raw water quality characterization tests and analyses.

Subtask 4.2 – Review of Optimal Corrosion Control Treatment

CONSULTANT shall review the scope of the Optimal Corrosion Control Treatment (“OCCT”) test by the Project Company and provide input based on historical experience in southeast Florida. CONSULTANT shall provide input regarding parameters to be tested.

Following completion of the OCCT, CONSULTANT shall review and provide review comments to the Project Company for incorporation prior to submittal to the Florida Department of Environmental Protection.

Subtask 4.3 – Review of Raw Water Hydraulics Analysis

CONSULTANT shall review the scope of work for the Project Company to perform the raw water hydraulic analysis of the raw water system. CONSULTANT shall provide the Project Company with input based on previous experience with the wellfield.

Following completion of the raw water hydraulics analysis, CONSULTANT shall review and provide review comments to the Project Company.

Subtask 4.4 – Review of Design Submittals

The PC will submit drawings for review by the CITY and CONSULTANT through InEight. The PC will submit drawings at a cadence of 30%, 60%, 90%, and Intended for Construction (“IFC”). In accordance with the Agreement, CITY must return all review comments within 15-business days upon issuance by the PC. CONSULTANT will review the documents within ten business days of receipt of the submittal. CONSULTANT will provide review comments within the InEight electronic system and transmit notice to the CITY of the completion of review such that the CITY can finalize review within the 15-business day contractual requirement.

Subtask 4.5 – Review of Permit Submittals

The PC will submit permit submittals for review by the CITY and CONSULTANT prior to submission to the permitting agencies. In accordance with the Agreement, CITY must return all review comments within 15-business days upon issuance by the PC. CONSULTANT will review the documents within ten business days of receipt of the submittal. CONSULTANT will provide review comments within the InEight electronic system and transmit notice to the CITY of the completion of review such that the CITY can finalize review within the 15-business day contractual requirement.

It is assumed that up to 30 permitting packages will require review by CONSULTANT.

Task 5 – Develop/Administer Public Outreach Program

CONSULTANT and its subconsultant will provide services to coordinate and manage the Public Outreach Program. A Public Outreach Program will be established in coordination with the City of Fort Lauderdale’s Strategic Communications Team to guide the information dissemination process to the public. Public involvement will consist of a hybrid approach using both a face-to-face and a virtual component. Tasks will include the development of a Public Outreach Plan, including the following but limited to:

1. Prepare notifications to mail to stakeholders, prepare mailing lists, initiate interaction with civic and homeowner groups, and all stakeholders to educate them and the public about the Fiveash Water Treatment Plant Replacement Project and the benefits for water quality improvements, sustainability, and climate resilience.
2. Develop an interactive website the community can access and view/ follow the progress of the Project. It will include weekly and monthly updates on how the dollars are being spent relative to the work being done. A timeline for the completion of phases and tasks will be posted to follow the progress of the

project. The site will allow the community to ask questions and receive responses to the questions.

3. Develop flyers/notices and information for community distribution by subconsultant via direct mail and or door hanger delivery.
4. Facilitate virtual meetings via Teams and record. CONSULTANT will transmit recordings to City following conclusion of any meetings.
5. Communicate with residents and other stakeholders via E-mail newsletters.
6. Develop Project Newsletters.
7. Attend HOA and Civic Association Meetings to provide updates.

Task 6 – Construction Oversight Services

Subtask 6.1 – General Construction Oversight

Construction Administration – The CONSULTANT will provide construction administration services during the construction phase, including:

General Management – The CONSULTANT will provide necessary services for the management of the Project during the construction phase. Such management activities will include coordination and correspondence with the CITY, Project Company, and subcontractors as well as handling and processing of submittals. CONSULTANT shall not communicate directly with the PC or any subcontractors and subconsultants without a representative of the CITY present or authorized in writing prior to. This task also includes requests for construction documentation interpretations and clarifications required by the Project Company which do not result in the submittal of formal Requests for Information.

Contract Interpretations and Clarifications – The CONSULTANT will log requests for information and issue necessary technical interpretations and clarifications of the Construction Documents in a timely manner.

Request for Change Proposal – If during construction, the CITY determines that additional work is required, CONSULTANT will provide technical input and assist in developing a request for change proposal (“RFP”), as required by Article VIII of the Agreement, for the necessary work. The RFP will serve as a contract basis for the Project Company to establish a price for the necessary work. The CONSULTANT will review the Project Company’s response to the RFP and determine if a change order is necessary.

Change Orders – The CONSULTANT will provide technical input for requests for routine project costs and/or schedule changes from the Project Company. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by CITY after the Agreement execution date. CONSULTANT will evaluate the impact of the change request in terms of project cost and schedule. CONSULTANT will prepare a recommendation for the change order request. CONSULTANT’S analysis of the change order request will be forwarded to CITY for review.

Technical Assistance - The CONSULTANT shall provide technical assistance as needed for assistance to the CITY and Project Company. Services that may be performed under this task may include, but are not limited to:

1. Prepare updated cost estimates.
2. Provide review of cost estimates prepared by Project Company or others.
3. Provide technical advice or attend meetings related to this Project.
4. Prepare dashboard type summaries of data monthly via Microsoft Excel, PowerPoint or Power BI.

Subtask 6.2 – Submittal Review

CONSULTANT will perform the submittal review tasks detailed below:

Periodic Progress Reports – The CONSULTANT will review the Project Company's Periodic Progress Reports each month to review for consistency in the timeline and activities with the CONSULTANT's field notes. The CONSULTANT will provide review comments to the CITY and to the Project Company following each review.

Shop Drawings – CONSULTANT will log, track, review and process shop drawings and any other submittals which the Project Company is required to submit within 10 business days of receipt of the submittal except for special items requiring longer review time if so noted in the Agreement. The review will be for conformance with the design intent and compliance with the information presented in the Agreement. CONSULTANT will determine the acceptability of materials and equipment proposed by the Project Company.

Subtask 6.3 – Construction Meetings

CONSULTANT will attend meetings as follows:

Preconstruction Conference – The CONSULTANT will conduct a preconstruction conference attended by representatives of CITY and by the Project Company. CONSULTANT will provide the attendees with a written summary of the meeting which will be distributed electronically.

Construction Progress Meetings – Once per week, CONSULTANT will attend a progress meeting with the Project Company and the CITY to review project status and identify issues that may affect the project schedule. CONSULTANT will provide CITY with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs.

Pre-Pour Concrete Conferences – The CONSULTANT will conduct pre-pour concrete conferences to be attended by the Project Company and representatives of CITY.

CONSULTANT will provide the attendees with a written summary of the meetings which will be distributed electronically.

Subtask 6.4 – Field Observation Services

CONSULTANT will provide Resident Project Representatives (“RPRs”) to provide field observation services of the proposed Work for up to three years. The RPRs will perform the following duties and responsibilities:

- Attend pre-construction conference, progress meetings and other job conferences.
- Serve as the construction liaison, working primarily with the Project Company superintendent(s) and plant staff.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site daily observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Agreement.
- Inform the Project Company whenever the RPR believes that construction is unsatisfactory, faulty or defective, does not conform to the Agreement, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Immediately inform the Project Company upon the commencement of any construction requiring a submittal, if the submittal has not been accepted.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the CITY before equipment start-up and operator training is conducted by the Project Company.
- Observe, record, and report appropriate details relative to testing and start-up procedures.
- Prepare daily reports and maintain a daily diary or logbook, recording hours on the job site, photographs, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record names, addresses and telephone numbers of Project Company, subcontractors and major supplier personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project(s) and record the outcome of these inspections in the daily report.
- Review applications for payment to Project Company in conjunction with CITY for accuracy, back-up detail and completeness.
- During construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Project Company are applicable to the items installed.
- Before issuance of a determination of substantial completion, prepare a list of items requiring completion or correction, in concert with the CITY. Participate in the final inspection.

- Coordinate with the CITY and Project Company for necessary shutdowns and interruptions of CITY facilities.

It is important to note that in performance of the duties noted herein, the RPR will not:

- Undertake any of the responsibilities of Project Company or its subcontractors, nor direct any of their work.
- Advise on or issue directions pertaining to any aspect of the means, methods, techniques, or sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise on, or issue directions about, safety precautions and programs related to the Project Company's Work.
- Approve any interruptions or modification of CITY's facilities without the approval of CITY.

Subtask 6.5 - Specialty Discipline Site Reviews

The CONSULTANT will undertake periodic site reviews sufficient for each discipline. Disciplines include civil, process mechanical, instrumentation and controls, structural, electrical, HVAC, plumbing, and architectural.

The CONSULTANT will maintain deficiency lists ("punch list") for each discipline and/or each structure, noting items that require additional work. Once issued by the CITY, items may be completed by the Project Company prior to issuing substantial completion or added to the punch list for the Project Company to complete between substantial and final completion.

Subtask 6.6 – Startup Assistance

The CONSULTANT will review training materials from the Project Company. The CONSULTANT will attend training sessions with CITY staff. CONSULTANT will provide input to assist with the training of CITY staff.

The CONSULTANT will monitor startup activities and will provide technical assistance during the startup phase of the Project. Participation may include but not be limited to:

- signal loop testing including electrical and instrumentation terminations;
- review of as-built documentation prior to startup;
- instrument calibrations;
- coordination of new signals with existing SCADA system;
- dry testing;
- wet testing;
- performance testing; and
- process tuning during startup.

The CONSULTANT will review the Project Company's sequence of startup and check that the Project Company has detailed coordination with the operational Fiveash WTP. The Project Company will be responsible for uninterrupted water service to the CITY throughout startup activities.

Subtask 6.7 - Project Closeout

Upon receiving notice from the Project Company that an area of the Project is substantially complete, CONSULTANT, in conjunction with appropriate CITY staff, will develop a punch list of that area of the Project. The punch list will include items needing completion or correction prior to consideration of final acceptance. CONSULTANT will develop the list with assistance from CITY. The list will be forwarded to the Project Company by the CITY. Upon notification from the Project Company that all remaining punch list items have been resolved, CONSULTANT, in conjunction with appropriate CITY staff, will perform a final review of the finished Project.

This scope of work assumes that up to six punch lists for areas of work will be developed and maintained by the CONSULTANT.

Based on successful completion of all outstanding work items by the Project Company, CONSULTANT will assist in closing out the construction agreement. The Project Company shall certify final construction to jurisdictional agencies.

Subtask 6.8 – Record Drawings Assistance

CONSULTANT will monitor, log, and review the record drawings produced by the Project Company.

Subtask 6.9 – Operations and Maintenance Manual Assistance

The CONSULTANT will monitor, log, and review the operations and maintenance ("O&M") manuals produced by the Project Company. The CONSULTANT will provide comments for incorporation by the Project Company to facilitate future usage by the CITY.

Task 7 – PLCWC Transition and Warranty Oversight Services

The CONSULTANT will monitor the condition of the PLCWC during the first year of operation. CONSULTANT will provide feedback to the CITY regarding performance concerns. CONSULTANT will coordinate with the CITY and Project Company for warranty work up to the limits of this task.

Reimbursables

The CONSULTANT will be reimbursed for project-related expenses such as printing costs, overnight delivery and courier costs. The Reimbursables will be paid against receipts.

PROJECT ASSUMPTIONS

- The CONSULTANT may use subconsultants named in the Master Agreement to assist as needed.
- Actual hours performed by CONSULTANT and subconsultants may vary from the estimated fee estimate.
- The CONSULTANT will not be involved in the determination of “interruption” or “relief” events.
- The CONSULTANT will not be responsible for the design, permitting, nor the construction of the PLCWC.
- The CONSULTANT will review submittals by the Project Company. Incorporation of comments will be performed by the Project Company.
- The Project Company intends on designing and constructing the PLCWC over a 42-month period. If the contract time is extended for the Project Company to complete the work, additional services will be paid to CONSULTANT under separate authorization.
- The CONSULTANT shall not be responsible for the acts or omissions of the Project Company, any construction contractor, any construction subcontractor, or any other person (except CONSULTANT’s own employees, subconsultants or other agents) at the project site(s).
- The CONSULTANT shall not be responsible for the Project Company’s or any of the contractors’ means, methods, techniques, sequences or procedures of construction, or of the safety precautions and programs incident thereto.
- The CITY and the Project Company are responsible for ensuring continuous provision of water to the CITY through either the existing Fiveash WTP or the PLCWC.
- The CONSULTANT will serve as the owner’s representative for this Project. The CONSULTANT will not serve as engineer of record on this Project. All engineers of record are provided by the Project Company.

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Scope of Services, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The CITY, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1-7 within 54 months of the written Notice to Proceed.

METHOD OF COMPENSATION

The services performed will be accomplished using the *Not-to-Exceed* method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT’s employee categories, reimbursable expenses, if any, and subconsultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY’s approved pay application request form. The CONSULTANT shall submit the pay application

request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email (AcctsPayable@fortlauderdale.gov). Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following overall *Not-to-Exceed* amount for Tasks 1 - 7:

Task Description	Amount
Task 1 – Documentation Review and Preparation/Participation Workshops and Meetings	\$274,424.00
Task 2 – Project Controls Implementation Services	\$1,241,878.00
Task 3 – Risk Management Register Maintenance	\$45,509.00
Task 4 – Predesign, Design and Constructability Reviews	\$827,896.00
Task 5 – Develop/Administer Public Outreach Program	\$171,646.00
Task 6 – Construction Oversight Services	\$5,027,658.00
Task 7 – PLCWC Transition and Warranty Oversight Services	\$121,621.00
- Reimbursables	\$23,250.00
Grand Total (Not-to-Exceed)	\$7,733,882.00

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Daniel Fisher at

the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Daniel Fisher, PE
Senior Project Manager
City of Fort Lauderdale
100 N. Andrews Ave
Fort Lauderdale, FL 33301
(954) 828-5820
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CONSULTANT CONTACTS

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CITY

CITY OF FORT LAUDERDALE, a municipal corporation
of the State of Florida.

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

(CORPORATE SEAL)

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

HAZEN AND SAWYER, P.C.,

a New York corporation authorized to
transact business in Florida

Patricia A. Carney

[Witness print/type name]

Janeen M. Wietgreffe

[Print Name, check title]

☐ President ☒ Vice President

☐ Authorized Signatory (Please provide
corporate authorization)

George Brown

[Witness print/type name]

ATTEST:

Secretary

Robert B. Taylor, Jr.

[Print Name]

(CORPORATE SEAL)

STATE OF FLORIDA :

CITY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Janeen M. Wietgreffe as Vice President for HAZEN AND SAWYER, P.C., a New York corporation.

(SEAL)

(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 _____