

SEVENTH AMENDMENT TO AGREEMENT

THIS SEVENTH AMENDMENT TO AGREEMENT, dated the ____ day of _____, 2016, between:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida, herein referred
To as "City"

and

TASK ENVIRONMENTAL, INC. a Florida
corporation, its successors and assigns, hereinafter
referred to as "Consultant"

WHEREAS, on July 21, 1992, by motion, the City Commission authorized the proper City officials to execute an Agreement with Consultant authorizing the performance of services in connection with the Hazardous Materials Site Investigation at the Wingate Road Municipal Incinerator and Landfill; and

WHEREAS, the City and Consultant entered into an Agreement for such services on September 23, 1992; and

WHEREAS, said Agreement was amended by motion of the City Commission on January 4, 1995, December 3, 1996, April 7, 1998, and on November 19, 2002 authorized the Fourth Amendment dated February 3, 2003, authorizing Consultant to provide additional and continuing services for hazardous materials site investigation; and

WHEREAS, on January 18, 2006, the City Commission authorized the proper City officials to execute a Fifth Amendment to Agreement, authorizing Consultant to provide additional and continuing services for hazardous materials site investigation; and

WHEREAS, on May 3, 2011 the City Commission authorized the proper City officials to execute the Sixth Amendment to Agreement, authorizing Consultant to provide additional and continuing services for hazardous materials site investigation; and

WHEREAS, it is in the best interest of the CITY to continue the authorization of services by Consultant for continued sampling and analytical services at the Wingate Road Municipal Incinerator and Landfill site; and

WHEREAS, on May 3, 2016 the City Commission authorized the proper City officials to execute the Seventh Amendment to Agreement, authorizing Consultant to provide additional and continuing services for hazardous materials site investigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment.

Section 2. Consultant shall be paid in accordance with Article V of the Agreement entitled, "Compensation," in an amount not to exceed \$77,548.80, in accordance with Exhibit 1, attached hereto and incorporated herein by reference. Payment shall include full payment for all services and costs, including direct labor, overhead, other costs, subconsultant fees and profit.

Section 3. Article IV of the Agreement entitled "Authorization, Progress, and Completion" is hereby amended to change the estimated completion date to September 30, 2021.

Section 4. In all other respects the original Agreement between the parties dated September 23, 1992, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

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

By_____

JOHN P. "JACK" SEILER, Mayor

(CORPORATE SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

By_____

LEE R. FELDMAN, City Manager

Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

Print Name

Print Name

(CORPORATE SEAL)

TASK ENVIRONMENTAL, INC. a
Florida corporation.

By _____

- ☐ SUSAN KLINZING TOBIN, President or
☐ ALLEN J. TOBIN, Vice-President or
☐ EUGENE MASTERS, Vice

ATTEST:

Print Name and Title

STATE OF FLORIDA:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by

_____ as _____ of TASK
ENVIRONMENTAL, INC. a Florida corporation.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____