

EIGHTH AMENDMENT TO AGREEMENT

THIS EIGHTH AMENDMENT TO AGREEMENT, dated the ____ day of _____, 2021, 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, 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, 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; and

WHEREAS, on May 4, 2021, the City Commission authorized the proper City officials to execute the Eighth Amendment to Agreement, authorizing Consultant to provide additional and continuing services for hazardous materials site investigation.

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

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 \$44,885.00, 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, 2026.

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

TASK ENVIRONMENTAL, INC., a Florida corporation

By: _____

Susan Klinzing Tobin, President

Allen J. Tobin, Vice President

[Witness print/type name]

[Witness print/type name]

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by _____ as _____ for Task Environmental, Inc., a Florida 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 _____

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
CHRISTOPHER J. LAGERBLOOM
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney