

EIGHTH AMENDMENT TO AGREEMENT

THIS EIGHTH AMENDMENT TO AGREEMENT, dated the 18 day of October, 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.

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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

Nancy S Pinto

Nancy S Pinto

[Witness print/type name]

Kathy Hargraves

Kathy Hargraves

[Witness print/type name]

By: [Signature]

Susan Klinzing Tobin, President

Allen J. Tobin, Vice President

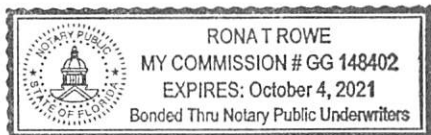
(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Lake :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of September, 2021, by Susan Klingzing Tobin as President for Task Environmental, Inc., a Florida corporation.

(SEAL)



Rona T. Rowe
(Signature of Notary Public – State of Florida)

Rona T. Rowe
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced FL Drivers License


[Handwritten mark]

CITY OF FORT LAUDERDALE, a municipal corporation

By: 
CHRISTOPHER J. LAGERBLOOM
City Manager

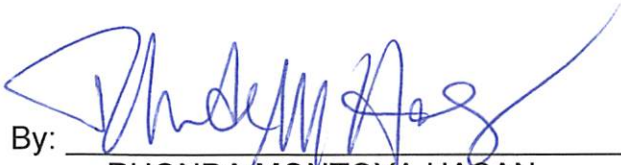
(CORPORATE SEAL)

ATTEST:

By: 
JEFFREY A. MODARELLI
City Clerk



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

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

Schedule 6 - October 1, 2020 through September 30, 2021
 Operation and Maintenance
 Groundwater, Sediment, and Fish Tissue Sampling
 Wingate Road Municipal Incinerator and Landfill Site

Labor	Quantity	Units	Unit Cost	Total
Principal in Charge	100	hours	\$150.00	\$15,000.00
Technician	30	hours	\$60.00	\$1,800.00
TOTAL ESTIMATED LABOR				\$16,800.00

Other Direct Costs (ODCs)	Quantity	Units	Unit Cost	Total
Sampling Equipment	1	day	\$600.00	\$600.00
Per Diem	4	day	\$50.00	\$200.00
Mileage	1100	mile	\$0.60	\$660.00
Estimated External ODCs (Billed at actual cost plus 7%)				
Well Plugging	1	est. total	\$16,441.00	\$16,441.00
Hotel	5	day	\$250.00	\$1,250.00
Fish Tissue	1	samples	\$825.00	\$825.00
Miscellaneous	1	estimated	\$2,000.00	\$2,000.00
Shipping Coolers	1	packages	\$150.00	\$150.00
Shipping Packages	0	packages	\$40.00	\$0.00
TOTAL ESTIMATED OTHER DIRECT COSTS				\$22,126.00

TOTAL ESTIMATED COSTS October 1, 2020 through September 30, 2021				\$38,926.00
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