

RESOLUTION NO. R-2012-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED AMENDMENTS TO THE EXISTING CONSULTING AGREEMENTS EXECUTED IN 2003 WITH THE FOLLOWING FIVE ENGINEERING FIRMS: AECOM, INC., HAZEN & SAWYER, P.C., MALCOM PIRNIE, INC./ARCADIS, ATKINS NORTH AMERICA, INC., AND TETRA TECH – WHS TO ESTABLISH FIXED TERMS AND ADD RENEWAL TERMS.

WHEREAS, on January 8, 2003 via Resolution Nos. R-2003-001, R-2003-002, and R-2003-003, the City Commission approved the execution of continuing consulting agreements with the following engineering firms:

1. Metcalf & Eddy, Inc.
2. Hazen & Sawyer, P.C.
3. Malcolm Pirnie, Inc.
4. Post, Buckley, Schuh & Jernigan
5. Tetra Tech – WHS ; and

WHEREAS, the consulting agreements executed in 2003 did not have fixed terms; and

WHEREAS, between September 2009 and October 2009 via Resolution Nos. R-2009-214, R-2009-215, and R-2009-216, the City Commission approved the execution of additional continuing consulting agreements with the following engineering firms:

1. Brown & Caldwell
2. Chen & Associates, Inc.
3. Craven Thompson & Associates, Inc.
4. EAC Consultants
5. Kimley-Horn and Associates, Inc.
6. King Engineering Associates, Inc.
7. MWH Americas ; and

WHEREAS, the consulting agreements executed in 2009 did have four-year (4-year) terms with two optional renewal terms of two years each, which will cause all of the agreements executed in 2009 to expire on a date not later than October 1 2013; and

WHEREAS, in order to standardize the terms of all the existing continuing consulting agreements for the Department of Public Services, the Department of Public Services recognizes the need to incorporate terms in the consulting agreements executed in 2003, and match the expiration dates and renewal terms with the expiration dates and renewal terms of the consulting agreements executed in 2009; and

WHEREAS, by amending the five 2003 agreements to establish fixed terms and add renewal terms, the Department of Public Services will be able, towards the last quarter of calendar year 2013, to renew these agreements or commence the required procurement process to retain the services of qualified consultants and enter into new continuing consulting agreements; and

WHEREAS, the Administration recommends that the City Commission authorize the appropriate City Officials to establish fixed terms and add renewal terms to the existing consulting engineering agreements executed in 2003;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City officials, of the attached amendments establishing fixed terms expiring in October 2013 and adding renewal terms to the existing continuing consulting agreements executed in 2003 between the City and the following engineering firms:

1. AECOM, Inc., f/k/a Metcalf & Eddy, Inc.
2. Hazen & Sawyer, P.C.
3. Arcadis, U.S., Inc., d/b/a Malcolm Pirnie
4. Atkins North America, Inc., f/k/a Post, Buckley, Schuh & Jernigan
5. Tetra Tech, Inc., f/k/a Tetra Tech – WHS

together with such nonmaterial changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

RESOLUTION ESTABLISHING FIXED TERMS FOR EXISTING CONTINUING  
CONTRACTS FOR DEPARTMENT OF PUBLIC SERVICES

PASSED AND ADOPTED this 6 day of June, 2012

  
\_\_\_\_\_  
PETER BOBER, MAYOR

ATTEST:

  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

Approved as to form and legality  
for the use and reliance of the City of  
Hollywood, Florida only.

 <sup>af</sup>  
\_\_\_\_\_  
JEFFREY P. SHEFFEL, CITY ATTORNEY

## **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between AECOM, Inc., a Delaware corporation authorized to do business in the State of Florida, with its principal place of business at 2 Technology Dr., Westford, MA 01886, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 060852759, as successor in interest to Metcalf & Eddy, Inc., and City of Hollywood, a municipal corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on April 25, 2003, Metcalf & Eddy, Inc. and the CITY entered into a Professional Services Agreement for General Engineering Consultant Services (the "Agreement"); and

WHEREAS, the CONSULTANT is the successor in interest to Metcalf & Eddy, Inc. with respect to the Agreement; and

WHEREAS, the CONSULTANT and the CITY wish to amend the Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT and the CITY, intending to be legally bound, do hereby agree as follows:

1. Section 1.3 of the Agreement is hereby amended to read as follows:

### 1.3 TERM OF AGREEMENT

1.3.1 The term of this Agreement shall expire on October 1, 2013. The CITY shall have the option to renew this Agreement for two additional two (2) year periods. To exercise this option, the CITY shall give the CONSULTANT, not later than thirty (30) days prior to the expiration of the initial or renewal term of this Agreement, written notice of the CITY's exercise of the option to renew. Notwithstanding expiration of this Agreement, the CONSULTANT shall continue to work on each Project for which the CITY issued a Notice to Proceed to the CONSULTANT prior to expiration, except any Project on which the CITY advises the CONSULTANT in writing to cease working. With respect to any Project on which the CITY advises the CONSULTANT in writing to cease working, the CONSULTANT shall promptly deliver to the

CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

1.3.2 ~~1.3.1~~ This agreement shall be a continuing service agreement. The award of a contract does not guarantee the CONSULTANT that work will be assigned in any given fiscal year. Work will be assigned based on ability of the CONSULTANT to perform the work, as evaluated by the appropriate staff.

1.3.3 ~~1.3.2~~ Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement and upon written Notice to Proceed from CITY for each Work Order issued. Work shall be performed and completed in accordance with the Project Schedule attached to the Work Order and made a part thereof.

1.3.4 ~~1.3.3~~ Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of condition herein defined in Paragraph 1.1.5 as a Force Majeure, and not due to its own fault or neglect, then CONSULTANT shall notify CITY in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension.

1.3.5 ~~1.3.4~~ No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which CITY may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from CITY. CONSULTANT's sole remedy against CITY will be the right to seek an extension of time to its schedule. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within twelve (12) months of the estimate within the Work Order schedule, the CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT after expiration of said twelve-month period.

~~1.3.6~~ ~~1.3.5~~ Should the CONSULTANT fail to commence, provide or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance or its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

2. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for engineering services the day and year first written above.

City:

City of Hollywood, a Municipal Corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Peter Bober, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved as to form & legality  
for the use and reliance of the  
City of Hollywood, Florida only.

By: \_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

General Services Consultant:

AECOM, Inc.

WITNESSES:

By: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of AECOM, Inc.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida

My commission expires:

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Hazen and Sawyer, P.C., a New York corporation authorized to do business in the State of Florida, with its principal place of business at 4000 Hollywood Boulevard, Suite 750N, Hollywood, FL 33021, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 132904652, and City of Hollywood, a municipal corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on February 27, 2003, the CONSULTANT and the CITY entered into a Professional Services Agreement for General Engineering Consultant Services (the "Agreement"); and

WHEREAS, the CONSULTANT and the CITY wish to amend the Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT and the CITY, intending to be legally bound, do hereby agree as follows:

1. Section 1.3 of the Agreement is hereby amended to read as follows:

### 1.3 TERM OF AGREEMENT

1.3.1 The term of this agreement shall expire on October 1, 2013. The CITY shall have the option to renew this Agreement for two additional two (2) year periods. To exercise this option, the CITY shall give the CONSULTANT, not later than thirty (30) days prior to the expiration of the initial or renewal term of this Agreement, written notice of the CITY's exercise of the option to renew. Notwithstanding expiration of this Agreement, the CONSULTANT shall continue to work on each Project for which the CITY issued a Notice to Proceed to the CONSULTANT prior to expiration, except any Project on which the CITY advises the CONSULTANT in writing to cease working. With respect to any Project on which the CITY advises the CONSULTANT in writing to cease working, the CONSULTANT shall promptly deliver to the CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.



1.3.2 ~~1.3.1~~ This agreement shall be a continuing service agreement. The award of a contract does not guarantee the CONSULTANT that work will be assigned in any given fiscal year. Work will be assigned based on ability of the CONSULTANT to perform the work, as evaluated by the appropriate staff.

1.3.3 ~~1.3.2~~ Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement and upon written Notice to Proceed from the CITY for each Work Order issued. Work shall be performed and completed in accordance with the Project Schedule attached to the Work Order and made a part thereof.

1.3.4 ~~1.3.3~~ Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of condition herein defined in Paragraph 1.1.5 as a Force Majeure, and not due to its own fault or neglect, then the CONSULTANT shall notify the CITY in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

1.3.5 ~~1.3.4~~ No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within twelve (12) months of the estimate within the Work Order schedule, the CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by the CONSULTANT after expiration of said twelve-month period.

1.3.6 ~~1.3.5~~ Should the CONSULTANT fail to commence, provide or complete any of the services to be provided

hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance or its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

2. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for engineering services the day and year first written above.

City:

City of Hollywood, a Municipal Corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Peter Bober, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved as to form & legality  
for the use and reliance of the  
City of Hollywood, Florida only.

By: \_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

General Services Consultant:

WITNESSES:

Hazen and Sawyer, P.C.

Print: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Hazen and Sawyer, P.C.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida

My commission expires:

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Arcadis U.S., Inc., d/b/a Malcolm Pirnie, a Delaware corporation authorized to do business in the State of Florida, with its principal place of business at 630 Plaza Drive, Suite 200, Highlands Ranch, CO 80129, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 570373224, as successor in interest to Malcolm Pirnie, Inc., and City of Hollywood, a municipal corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter referred to as the CITY.

### WITNESSETH:

WHEREAS, on February 27, 2003, Malcolm Pirnie, Inc. and the CITY entered into a Professional Services Agreement for General Engineering Consultant Services (the "Agreement"); and

WHEREAS, the CONSULTANT is the successor in interest to Malcolm Pirnie, Inc. with respect to the Agreement; and

WHEREAS, the CONSULTANT and the CITY wish to amend the Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT and the CITY, intending to be legally bound, do hereby agree as follows:

1. Section 1.3 of the Agreement is hereby amended to read as follows:

#### 1.3 TERM OF AGREEMENT

1.3.1 The term of this agreement shall expire on October 1, 2013. The CITY shall have the option to renew this Agreement for two additional two (2) year periods. To exercise this option, the CITY shall give the CONSULTANT, not later than thirty (30) days prior to the expiration of the initial or renewal term of this Agreement, written notice of the CITY's exercise of the option to renew. Notwithstanding expiration of this Agreement, the CONSULTANT shall continue to work on each Project for which the CITY issued a Notice to Proceed to the CONSULTANT prior to expiration, except any Project on which the CITY advises the CONSULTANT in writing to cease working. With respect to any Project on which the CITY advises the CONSULTANT in writing to cease

working, the CONSULTANT shall promptly deliver to the CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

1.3.2 ~~1.3.1~~ This agreement shall be a continuing service agreement. The award of a contract does not guarantee the CONSULTANT that work will be assigned in any given fiscal year. Work will be assigned based on ability of the CONSULTANT to perform the work, as evaluated by the appropriate staff.

1.3.3 ~~1.3.2~~ Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement and upon written Notice to Proceed from the CITY for each Work Order issued. Work shall be performed and completed in accordance with the Project Schedule attached to the Work Order and made a part thereof.

1.3.4 ~~1.3.3~~ Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of condition herein defined in Paragraph 1.1.5 as a Force Majeure, and not due to its own fault or neglect, then the CONSULTANT shall notify the CITY in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

1.3.5 ~~1.3.4~~ No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within twelve (12) months of the estimate within the Work Order schedule, the CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs

experienced by the CONSULTANT after expiration of said twelve-month period.

~~1.3.5~~ 1.3.6 Should the CONSULTANT fail to commence, provide or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance or its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

2. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for engineering services the day and year first written above.

City:

City of Hollywood, a Municipal Corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Peter Bober, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved as to form & legality  
for the use and reliance of the  
City of Hollywood, Florida only.

By: \_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

General Services Consultant:

Arcadis U.S., Inc., d/b/a Malcolm Pirnie

WITNESSES:

Print: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Arcadis U.S., Inc., d/b/a Malcolm Pirnie.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida

My commission expires:

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Atkins North America, Inc., formerly known as Post, Buckley, Schuh & Jernigan, Inc., a Florida corporation with its principal place of business at 4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 590896138, and City of Hollywood, a municipal corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter referred to as the CITY.

### WITNESSETH:

WHEREAS, on February 27, 2003, the CONSULTANT and the CITY entered into a Professional Services Agreement for General Engineering Consultant Services (the "Agreement"); and

WHEREAS, the CONSULTANT and the CITY wish to amend the Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT and the CITY, intending to be legally bound, do hereby agree as follows:

1. Section 1.3 of the Agreement is hereby amended to read as follows:

#### 1.3 TERM OF AGREEMENT

1.3.1 The term of this agreement shall expire on October 1, 2013. The CITY shall have the option to renew this Agreement for two additional two (2) year periods. To exercise this option, the CITY shall give the CONSULTANT, not later than thirty (30) days prior to the expiration of the initial or renewal term of this Agreement, written notice of the CITY's exercise of the option to renew. Notwithstanding expiration of this Agreement, the CONSULTANT shall continue to work on each Project for which the CITY issued a Notice to Proceed to the CONSULTANT prior to expiration, except any Project on which the CITY advises the CONSULTANT in writing to cease working. With respect to any Project on which the CITY advises the CONSULTANT in writing to cease working, the CONSULTANT shall promptly deliver to the CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.



1.3.2 ~~1.3.1~~ This agreement shall be a continuing service agreement. The award of a contract does not guarantee the CONSULTANT that work will be assigned in any given fiscal year. Work will be assigned based on ability of the CONSULTANT to perform the work, as evaluated by the appropriate staff.

1.3.3 ~~1.3.2~~ Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement and upon written Notice to Proceed from the CITY for each Work Order issued. Work shall be performed and completed in accordance with the Project Schedule attached to the Work Order and made a part thereof.

1.3.4 ~~1.3.3~~ Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of condition herein defined in Paragraph 1.1.5 as a Force Majeure, and not due to its own fault or neglect, then the CONSULTANT shall notify the CITY in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

1.3.5 ~~1.3.4~~ No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within twelve (12) months of the estimate within the Work Order schedule, the CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by the CONSULTANT after expiration of said twelve-month period.

1.3.6 ~~1.3.5~~ Should the CONSULTANT fail to commence, provide or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance or its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

2. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for engineering services the day and year first written above.

City:

City of Hollywood, a Municipal Corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Peter Bober, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved as to form & legality  
for the use and reliance of the  
City of Hollywood, Florida only.

By: \_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

General Services Consultant:

WITNESSES:

Atkins North America, Inc.

Print: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Atkins North America, Inc.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida

My commission expires:

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida, with its principal place of business at 3475 E. Foothill Blvd., Pasadena, CA 91107, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 954148514, as successor in interest to Tetra Tech - WHS, and City of Hollywood, a municipal corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter referred to as the CITY.

### WITNESSETH:

WHEREAS, on February 27, 2003, Tetra Tech - WSH and the CITY entered into a Professional Services Agreement for General Engineering Consultant Services (the "Agreement"); and

WHEREAS, the CONSULTANT is the successor in interest to Tetra Tech - WSH with respect to the Agreement; and

WHEREAS, the CONSULTANT and the CITY wish to amend the Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT and the CITY, intending to be legally bound, do hereby agree as follows:

1. Section 1.3 of the Agreement is hereby amended to read as follows:

#### 1.3 TERM OF AGREEMENT

1.3.1 The term of this agreement shall expire on October 1, 2013. The CITY shall have the option to renew this Agreement for two additional two (2) year periods. To exercise this option, the CITY shall give the CONSULTANT, not later than thirty (30) days prior to the expiration of the initial or renewal term of this Agreement, written notice of the CITY's exercise of the option to renew. Notwithstanding expiration of this Agreement, the CONSULTANT shall continue to work on each Project for which the CITY issued a Notice to Proceed to the CONSULTANT prior to expiration, except any Project on which the CITY advises the CONSULTANT in writing to cease working. With respect to any Project on which the CITY advises the CONSULTANT in writing to cease working, the CONSULTANT shall promptly deliver to the

CITY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

1.3.2 ~~1.3.1~~ This agreement shall be a continuing service agreement. The award of a contract does not guarantee the CONSULTANT that work will be assigned in any given fiscal year. Work will be assigned based on ability of the CONSULTANT to perform the work, as evaluated by the appropriate staff.

1.3.3 ~~1.3.2~~ Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement and upon written Notice to Proceed from the CITY for each Work Order issued. Work shall be performed and completed in accordance with the Project Schedule attached to the Work Order and made a part thereof.

1.3.4 ~~1.3.3~~ Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of condition herein defined in Paragraph 1.1.5 as a Force Majeure, and not due to its own fault or neglect, then the CONSULTANT shall notify the CITY in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

1.3.5 ~~1.3.4~~ No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. Provided, however, if through no fault or neglect of the CONSULTANT, the services to be provided hereunder have not been completed within twelve (12) months of the estimate within the Work Order schedule, the CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs

experienced by the CONSULTANT after expiration of said twelve-month period.

~~1.3.5~~ 1.3.6 Should the CONSULTANT fail to commence, provide or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance or its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

2. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for engineering services the day and year first written above.

City:

City of Hollywood, a Municipal Corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Peter Bober, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

Approved as to form & legality  
for the use and reliance of the  
City of Hollywood, Florida only.

By: \_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

General Services Consultant:

Tetra Tech, Inc.

WITNESSES:

By: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Name

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Tetra Tech, Inc.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida

My commission expires:

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_