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2023 DEC 20 PM 3:51

SECOND AMENDMENT TO
CONTINUING SERVICES AGREEMENT
Between
THE CITY OF SUNRISE
And
HAZEN AND SAWYER, P.C.
For
WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This Second Amendment to Continuing Services Agreement (hereinafter referred to as the "Second Amendment") between the City of Sunrise and Hazen and Sawyer, P.C. is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and HAZEN AND SAWYER, P.C., a Florida corporation (hereinafter referred to as "Consultant") this 20 day of December 2023.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 11, 2021 and was approved by Resolution No. 21-46; and

WHEREAS, a First Amendment to the Continuing Services Agreement was entered into between the parties on September 29, 2022; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida Legislature enacted revisions to Florida Statutes §287.135 regarding Scrutinized Companies which took effect November 13, 2023 and the parties desire to amend the Agreement to incorporate the new language.

WHEREAS, the Federal Government passed a law that prohibited certain telecommunication equipment from China and the parties desire to amend the Agreement to incorporate the new language; and

WHEREAS, the Florida Legislature enacted Florida Statutes §287.137 regarding Antitrust Violations which took effect July 1, 2023 and the parties desire to amend the Agreement to incorporate the new language.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the City and Consultant agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. Amendment to Agreement.
   a) Section 43 "Scrutinized Company" has been revised with the following language:

SECTION 43 SCRUTINIZED COMPANIES

43. Scrutinized Companies

i. Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

44. Section 46 "Prohibited Telecommunications Equipment" and Section 47 "Antitrust Violations" are hereby added to the Agreement with the following language:

SECTION 46 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

46. Prohibited Telecommunications Equipment

Consultant represents that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

SECTION 47 ANTITRUST VIOLATIONS

47. Antitrust Violations

The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False

certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Agreement or any prior amendments, the terms of this Second Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

5. Effective Date. This Second Amendment shall be effective on the date this Second Amendment is fully executed.

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IN WITNESS WHEREOF, the City and Consultant have caused this Second Amendment to the Agreement to be executed effective as of the date indicated below.

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager
20 day of December, 2023.

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida:

By: _____
Kimberly A. Kisslan
City Attorney

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.
Vice President
4th day of December, 2023.

_____
Senior Vice President

Robert B. Taylor, Jr., PE
Please type name

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____