

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WSP USA INC.  
FOR CONSULTANT SERVICES FOR GENERAL PLANNING CONSULTANT SERVICES FOR THE  
TRANSPORTATION DEPARTMENT (RFP #PNC2119955P1)**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and WSP USA Inc., a New York corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Consultant Services for General Planning Consultant Services for the Transportation Department (RFP #PNC2119955P1), dated May 4, 2021 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated November 3, 2023, which added a subconsultant with accompanying rates. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Initial Term of the Agreement was for three years commencing on the effective date of the Original Agreement (May 4, 2021 – May 3, 2024), with up to two additional one-year renewals, both of which have been exercised, thereby extending the term of the Agreement until May 3, 2026.

D. The Parties now desire to further amend the Agreement to add an additional 12 months to the term of the Agreement ("Extended Term") and add an additional \$1,000,000.00 to the Consultant's compensation to be used from the date of execution of this Amendment through the Extended Term.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The term of the agreement is hereby extended through and including May 3, 2027.
4. From the date of the execution of this Agreement through the Extended Term, the total cumulative amount authorized for all Work Authorizations issued under the Agreement during that time period shall not exceed the original Agreement's authorized compensation plus an additional \$1,000,000.00, inclusive of Projects funded through the Transportation Surtax.

5. New Sections 11.31 to 11.34 are added to the Agreement as follows (bold/underlining omitted):

11.31 Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the Agreement term will not provide or 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.

11.32 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Consultant represents and certifies that Consultant will comply with Section 26-125(d) of the Code for the duration of the Agreement term.

11.33 Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

11.34 Iron and Steel Products. If this Agreement is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

6. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

7. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. Consultant acknowledges that through the date this Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. The effective date of this Amendment shall be the date of complete execution by the Parties.

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Consultant, signing by and through its duly authorized representative.

COUNTY


ATTEST:


BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600


GAVIN P.  
By RYNARD  Digitally signed by GAVIN  
P. RYNARD  
Date: 2025.11.17  
11:53:43 -05'00'  
Gavin P. Rynard (Date)  
Assistant County Attorney

NATHANIEL A.  
By KLITSBERG  Digitally signed by  
NATHANIEL A. KLITSBERG  
Date: 2025.11.17 12:43:22  
-05'00'  
Nathaniel A. Klitsberg (Date)  
Transportation Surtax General Counsel

NAK/gpr  
Second Amendment - RFP #PNC2119955P1  
11/6/25  
#1196139.2

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**CONSULTANT**

By:  **Sandy Amores**  
Authorized Signer

Digitally signed by Sandy Amores  
DN: cn=Sandy Amores, o=WSP,  
ou=Sr Vice President Local  
Business Leader,  
email=Sandy.Amores@wsp.com  
Date: 2025.11.14 18:01:09 -05'00'

Sandy Amores Sr. Vice President, Local Business Leader

Print Name and Title

14<sup>th</sup> day of November, 2025