

**SECOND AMENDMENT TO
AGREEMENT BETWEEN BROWARD COUNTY AND
HAZEN AND SAWYER, P.C.
CONSULTANT SERVICES FOR
NORTH REGIONAL WASTEWATER TREATMENT PLANT
FACILITY IMPROVEMENTS
IN BROWARD COUNTY, FLORIDA
(RLI NO. R1007402R1)**

This second amendment ("Second Amendment") to the Agreement for Consultant Services for Engineering Services for the North Regional Wastewater Treatment Plant Facility Improvements in Broward County, Florida (the "Agreement") by and between Broward County, a political subdivision of the State of Florida (the "County"), and Hazen and Sawyer, P.C., a for profit corporation ("Consultant") (collectively, the "Parties"), is entered into and effective as of the date this First Amendment is fully executed by the Parties ("Effective Date").

Recitals

- A. On February 11, 2014, the Parties entered into the Agreement for Consultant to provide professional engineering services for multiphase capital Facility Improvements, Phases 1 through VII, at the North Regional Wastewater Treatment Plant (the "Project").
- B. On November 10, 2015, the Parties entered into the first amendment to the Agreement for Consultant to provide additional Phase I Security/Risk Assessment, Phase III Design, Phase IV Engineering Services during Construction, Phase V Regulatory Support, and Phase VI Optional Additional Services at the North Regional Wastewater Treatment Plant (the "Project").
- C. The term of the Agreement will expire on or about August 13, 2020 and activities associated with professional services during construction are anticipated to extend into May 2023. The term of the original Agreement and first amendment is 2,375 consecutive calendar days.
- D. The construction work for the Project is not yet complete, and the Parties therefore desire to amend the Agreement to extend its term by 1,000 calendar days to continue to provide professional engineering services related to the Project.

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

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Notwithstanding any provision to the contrary in the Agreement, the Parties agree to extend the term of the Agreement until 11:59 p.m. on May 10, 2023 at which point the

Agreement shall terminate, unless the Agreement has been terminated earlier as provided in the Agreement.

4. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between the Agreement, the First Amendment and this Second Amendment, this Second Amendment shall control.

5. This Second Amendment is effective on the Effective Date and may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

In WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the 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 _____, 2020, and Hazen and Sawyer, P.C., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
_____ day of _____, 2020

Insurance requirements
approved by Broward County
Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:
Digitally signed by COLLEEN A. POUNALL
Date: 2020.08.03 14:40:02 -0400'
(Signature)

By:
Digitally signed by Matthew Haber
DN: cn=Matthew Haber, o=Broward County,
ou=CAO, email=mhaber@broward.org, c=US
Date: 2020.07.02 13:14:17 -0400'
Matthew Haber (Date)
Assistant County Attorney

(Print Name and Title above)

By:
Digitally signed by MICHAEL KERR
Date: 2020.08.06 11:30:57 -0400'
MICHAEL KERR (Date)
Deputy County Attorney

CONSULTANT

ATTEST

Secretary

Robert R. Taylor, Jr, PE

(Please Print Name of Secretary)



Signature

Print/Type Name

Signature

Print/Type Name

HAZEN AND SAWYER, P.C.

By

President or Vice President

Jancan M. Wietgreffe, PE Assoc Vice President

(Please Type Name and Title)

2nd day of June, 2020