# SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BROWN AND CALDWELL

## FOR CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR RECLAIMED WATER PLANT EXPANSION (RFP NO. R1060205P1)

This Second Amendment ("Second Amendment") to the December 9, 2014, Agreement for Consultant Services for Engineering Services for Reclaimed Water Plant Expansion (the "Agreement") by and between Broward County ("County"), a political subdivision of the State of Florida, and Brown and Caldwell ("Consultant"), a foreign profit corporation authorized to conduct business in the State of Florida (collectively, the "Parties"), is entered into as of the date is fully executed by the Parties ("Effective Date").

#### Recitals

- A. On December 9, 2014, the Parties entered into the Agreement for Consultant Services for Engineering Services for Reclaimed Water Plant Expansion, RFP No. R1060205P1 (the "Project").
- B. On September 24, 2019, the Parties entered into a First Amendment to the Agreement amending Exhibit B-Salary Costs by adding five titles and adjusting the maximum hourly rates.
- C. The Parties desire to amend the Amended Agreement to provide additional services for Phase III (engineering services during construction) of the Project.
- D. County has determined that the additional services for Phase III engineering services during construction are necessary for the completion of the Project.
- E. The Parties met and negotiated the Scope of Services and fees for the additional engineering services during construction, all in accordance with the Broward County Procurement Code, and this Second Amendment incorporates the results of such negotiation.

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. Unless otherwise stated, for paragraph 3 below, words in struck through type are deletions from existing text and words in <u>underline</u> type (aside from previously included headings) are additions to existing text.
- 3. Article 5, Compensation and Method of Payment, Section 5.2 of the Agreement is hereby amended, in part, to read as follows (original underlining and bolding omitted):

#### 5.1 AMOUNT AND METHOD OF COMPENSATION

- 5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibit "A" Tasks 1-3, as payable on a "Maximum Amount Not-To-Exceed" basis and A(1), and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed, as follows: \$7,780,761.88 for services related to Exhibit "A", Tasks 1-3, and \$1,348,049.75 for services related to Exhibit A(1), Tasks 3.1-3.3. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.
- 4. Exhibits "A," Scope of Services, of the Amended Agreement are hereby supplemented by Exhibit "A(1)," attached hereto and incorporated herein.
- 5. Preparation of this Second Amendment has been a joint effort of County and Consultant, 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.
- 6. Except to the extent modified herein, the Amended Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions set forth in the Amended Agreement, this Second Amendment shall control.
- 7. This Second Amendment shall be effective upon execution by the Parties 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.

(Remainder of Page Intentionally Left Blank)

Second Amendment to the Agreement: BRC COUNTY COMMISSIONERS, signing by authorized to execute same by Board actio BROWN AND CALDWELL, signing by and authorized to execute same.	and through its Mayor or Vice-Mayor, on the day of, 20 and through its, duly	
<u>COUNTY</u>		
ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners	
	Ву	
Broward County Administrator, as	Mayor	
Ex officio Clerk of the Broward County Board of County Commissioners	day of, 2020	
Insurance requirements approved by Broward County Risk Management Division:  By:  Digitally signed by COLLEEN A. POUNALL Date: 2020.10.22 14:38:52-04'00'	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	
Name: Colleen Pounall	Telecopier: (954) 357-7641	
Title: Asst Risk Manager	Matthew  By Haber  Matthew Haber  County, ou=CAO, email=mhaber@broward.org, c=US Date: 2020.10.21 16:23:42-04'00'  Matthew Haber  (Date)  Assistant County Attorney	
	MICHAEL  By KERR  Date: 2020.10.22 10:49:53 -04'00'  Michael J. Kerr  Deputy County Attorney	

SECOND AMENDMENT to agreement between BROWARD COUNTY and BROWN AND CALDWELL, for Consultant Engineering Services for Reclaimed Water Plant Expansion (RFP NO. R1060205P1)

### **CONSULTANT**

WITNESS:	BROWN AND CALDWELL
Mesmle	By
Celia D.A. Earle (print name)	Vice President  Albert Perez, P.E., Vice President
WITNESS:	(Please Type Name and Title)  21st day of October , 2020
Carle Curtels	<u>_21</u> _ day of <u>October</u> , 20 <u>20</u> _
Carla Curatolo (print name)	