

**FIRST AMENDMENT TO
AGREEMENT BETWEEN BROWARD COUNTY AND
BROWN AND CALDWELL FOR
CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR RECLAIMED WATER PLANT
EXPANSION IN BROWARD COUNTY, FLORIDA
(RFP NO. R1060205P1)**

This first amendment ("First Amendment") to the Agreement for Consultant Services for Engineering Services for Reclaimed Water Plant Expansion in Broward County, Florida (the "Agreement") by and between Broward County, a political subdivision of the State of Florida (the "County"), and Brown and Caldwell, a foreign 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 December 9, 2014, the Parties entered into the Agreement for Consultant to provide professional engineering services for the expansion of an existing reclaimed water plant at the North Regional Wastewater Treatment Plant (the "Project").

B. The term of the Agreement expired on October 6, 2018.

C. The construction work for the Project is not yet complete, and the Parties have determined that Consultant requires new employee categories in addition to the employee categories provided for on Exhibit B of the Agreement, Salary Costs, in order to continue to provide the construction management services related to the Project as outlined in the Agreement. The Parties have negotiated the hourly rates applicable for the additional employee categories.

D. In addition, the Parties have determined that, as of the Effective Date, Consultant's Salary Costs (as defined in the Agreement) should be subject to adjustment in accordance with the Consumer Price Index ("CPI"), which the Agreement does not currently provide for.

E. The Parties therefore desire to amend the Agreement to: (i) extend its term and include new employee categories of Consultant in order to allow Consultant to continue to provide construction management services related to the Project; and (ii) allow adjustment to the Consultant's Salary Costs based on the CPI.

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

retroactively extend the term of the Agreement until 11:59 p.m. on December 31, 2021, at which point the Agreement shall terminate, unless the Agreement has been terminated earlier as provided in the Agreement.

3. As of the Effective Date, the maximum hourly rates shown on Exhibit B of the Agreement are subject to change annually beginning on January 1, 2020, and for each calendar year thereafter, upon Consultant's written request to the Contract Administrator issued at least thirty (30) days before January 1st of the applicable calendar year, and subject to approval by the Contract Administrator. Any change in these hourly rates will be limited to the lesser of the change in cost of living or three percent (3%). The change in the cost of living will be based on the CPI and will be calculated as follows: the difference of the CPI for the current period, less the CPI for the previous period, divided by the CPI for the previous period, multiplied by 100. The CPI for the current period means the most recently published monthly index preceding the then-current contract anniversary date. The CPI for the previous period means the CPI for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor Table for Consumer Price Index – All Urban Consumers (Series ID CUURS35BSA0) for the areas of Miami-Fort Lauderdale-West Palm Beach, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there will not be any change in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by the Contract Administrator and Consultant.

4. Exhibit B, Salary Costs, is hereby amended to include the Supplemental Exhibit B, 2019 Salary Costs for Brown and Caldwell, attached hereto and incorporated herein. As of the Effective Date, the Salary Costs for Consultant shall be based on the hourly rates set forth in Supplemental Exhibit B.

5. 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 this First Amendment and the Agreement, this First Amendment shall control.

6. This First 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.

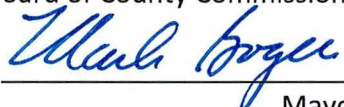
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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 24 day of September, 2019, and Brown and Caldwell, signing by and through its Vice-President, duly authorized to execute same.

COUNTY

ATTEST:

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

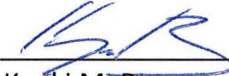
BROWARD COUNTY, by and through
its Board of County Commissioners
By: 
Mayor

24 day of September, 2019

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

Insurance requirements
approved by Broward County
Risk Management Division:

By:  07/17/19
(Signature)

By:  07/17/19
(Date)

Keoki M. Baron
Assistant County Attorney

Colleen Pournali Risk Analyst
(Print Name and Title above)

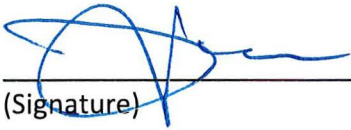
By:  7/18/19
(Date)
Michael J. Kerr
Deputy County Attorney



First Amendment to Agreement between Broward County and Brown and Caldwell for Consultant Services for Engineering Services for Reclaimed Water Plant Expansion in Broward County, Florida (RFP No. R1060205P1).

CONSULTANT

WITNESS:



(Signature)

BROWN AND CALDWELL

By 

~~President~~ or Vice President

NIGEL GRACE

(Print Name)

CELIA D.A. EARLE, VICE PRESIDENT

(Print Name and Title)



(Signature)

1ST day of July, 2019.

Ruth Barney

(Print Name)

SUPPLEMENTAL EXHIBIT B
2019 Salary Costs for Brown and Caldwell

TITLE	2014 MAXIMUM HOURLY RATE (\$/HR)	x	2018 CPI INDEX ADJUSTMENT (3%)	=	2019 MAXIMUM HOURLY RATE (ADJUSTED) (\$/HR)	x	MULTIPLIER	=	2019 MAXIMUM BILLING RATE (\$/HR)
Vice President	\$82.36		1.03		\$84.83		3.06		\$259.58
Engineer	\$35.57		1.03		\$36.64		3.06		\$112.11
Senior Engineer	\$42.67		1.03		\$43.95		3.06		\$134.49
Principal Engineer	\$49.79		1.03		\$51.28		3.06		\$156.93
Supervising Engineer	\$58.45		1.03		\$60.20		3.06		\$184.22
Managing Engineer	\$67.48		1.03		\$69.50		3.06		\$212.68
Chief Engineer	\$73.82		1.03		\$76.03		3.06		\$232.67
Chief Drafter	\$44.69		1.03		\$46.03		3.06		\$140.85
Supervising Designer	\$47.15		1.03		\$48.56		3.06		\$148.61
Utility Financial Planner	\$51.50		1.03		\$53.05		3.06		\$162.32
Designer	\$29.16		1.03		\$30.03		3.06		\$91.91
Senior Designer	\$35.51		1.03		\$36.58		3.06		\$111.92
Senior Drafter	\$26.06		1.03		\$26.84		3.06		\$82.14
Supervising Drafter	\$37.22		1.03		\$38.34		3.06		\$117.31
Scientist	\$31.61		1.03		\$32.56		3.06		\$99.63
Senior Scientist	\$39.81		1.03		\$41.00		3.06		\$125.47
Supervising Scientist	\$56.37		1.03		\$58.06		3.06		\$177.67
Managing Scientist	\$65.26		1.03		\$67.22		3.06		\$205.69
Chief Scientist	\$72.52		1.03		\$74.70		3.06		\$228.57
Geologist/Hydrogeologist	\$31.71		1.03		\$32.66		3.06		\$99.94
Geol/Hydrogeologist	\$40.10		1.03		\$41.30		3.06		\$126.39
Supv Geol/Hydrogeologist	\$58.19		1.03		\$59.94		3.06		\$183.40
Chief Geol/Hydrogeologist	\$70.83		1.03		\$72.95		3.06		\$223.24
Health & Safety Risk Mgr II	\$44.09		1.03		\$45.41		3.06		\$138.96
Project Analyst	\$27.00		1.03		\$27.81		3.06		\$85.10
Executive Engineer	N/A		N/A		\$90.87		3.06		\$278.06
Supervising Construction Engineer	N/A		N/A		\$71.28		3.06		\$218.12
Senior Construction Engineer	N/A		N/A		\$63.90		3.06		\$195.53
Project Analyst II	N/A		N/A		\$31.27		3.06		\$95.69
Office/Support Services IV	N/A		N/A		\$27.27		3.06		\$83.45