

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND HAZEN AND SAWYER, P.C. FOR
CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR FINE BUBBLE AERATION BASIN
CONVERSION IN BROWARD COUNTY, FLORIDA
(RFP NO. R1061305P1)**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Hazen and Sawyer, P.C., a corporation registered to transact business in the State of Florida ("Consultant") (collectively referred to as the "Parties").

RECITALS

A. On February 10, 2015, the Parties entered into the Agreement for Consultant Services for Engineering Services for Fine Bubble Aeration Basin Conversion in Broward County, Florida (the "Original Agreement"), for Consultant to provide professional engineering services related to the North Regional Wastewater Treatment Plant (the "Project"). The term of the Original Agreement was 2,035 calendar days.

B. The Original Agreement was amended by a First Amendment ("First Amendment"), which extended the term from September 6, 2020, until September 6, 2022, and adjusted Consultant's salary costs based on the Consumer Price Index ("CPI"). The Original Agreement as amended by the First Amendment is referred to herein as the "Agreement."

C. The Parties now desire to extend the term of the Agreement by an additional 540 calendar days, through February 28, 2024, and to increase the maximum not-to-exceed amount by \$294,821 for a new total of \$3,991,797.

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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Parties hereby agree to extend the term of the Agreement until 11:59 p.m. on February 28, 2024, at which point the Agreement shall terminate, unless the Agreement has been terminated earlier as provided in the Agreement.
3. Amendments to the Agreement made pursuant to this Second 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.
4. Section 5.1.1 of the Agreement is amended as follows (original underlining omitted):

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 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 of ~~\$3,696,976~~ **\$3,991,797**. 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.

5. Exhibit B to the Agreement, titled "Salary Costs," is hereby replaced in its entirety with Exhibit B attached hereto and incorporated herein. As of the effective date of this Second Amendment, all references to Exhibit B in the Agreement shall be deemed to refer to the amended Exhibit B attached hereto.

6. Section 10.3 of the Agreement is amended to add the following additional paragraphs at the conclusion of that section:

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Consultant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of County's obligation to treat the records as Restricted Material. Consultant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-0756, CDOWDY@BROWARD.ORG, 2555 W. COPANS RD., POMPANO BEACH, FL 33069.

7. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.
8. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.
9. Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants 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 Consultant and its subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.
10. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Consultant represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant’s criminal history until the applicant is selected as a finalist and interviewed for the position.
11. Polystyrene Food Service Articles. Consultant shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.173, Broward County Administrative Code.

12. By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

13. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second 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 Second 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.

14. Preparation of this Second 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.

15. The Parties agree and acknowledge that through the date this Second Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

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

(Remainder of Page Intentionally Left Blank)

Second Amendment to Hazen and Sawyer, P.C.
Fine Bubble Aeration Basin Conversion
(RFP No. R1061305P1)

In WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement: Broward County through its Board of County Commissioners, signing by and through its Director of Purchasing, authorized to execute same pursuant to the Broward County Procurement Code, and Hazen and Sawyer, P.C., signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Director of Purchasing

By: **Robert Gleason**  Digitally signed by Robert Gleason
Date: 2022.08.05 12:09:41 -04'00'

Director of Purchasing

____ day of _____, 2022

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

By: **Matthew Haber**  Digitally signed by Matthew Haber
Date: 2022.07.11 10:51:27 -04'00'

Matthew Haber (Date)
Assistant County Attorney

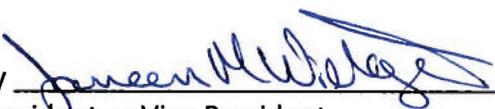
By:  Digitally signed by Rene D. Harrod
Reason: Approved as to form
Date: 2022.07.11 11:24:28 -04'00'

Rene Harrod (Date)
Deputy County Attorney

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CONSULTANT

HAZEN AND SAWYER, P.C.

By 
President or Vice President

Jameen M Wietgreffe Vice President
Print Name and Title

5th day of July, 2022

WITNESS/ATTEST:

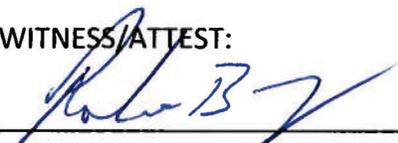

Corporate Secretary or other witness



EXHIBIT B

SALARY COSTS

Project No: RFP #R1061305P1
Project Title: Engineering Services for Fine Bubble Aeration Basin
Conversion
Consultant/ Subconsultant

Name: Hazen and Sawyer, PC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Vice President/Associate Vice President/Senior Consultant	\$84.24		3.07		\$258.62
Senior Associate	\$83.13		3.07		\$255.21
Associate	\$68.73		3.07		\$211.00
Senior Principal Engineer	\$60.42		3.07		\$185.49
Principal Engineer	\$53.22		3.07		\$163.39
Assistant Engineer	\$57.96		3.07		\$177.94
Senior Principal Scientist	\$45.50		3.07		\$139.69
Principal Scientist	\$45.34		3.07		\$139.19
Scientist	\$24.80		3.07		\$76.14
Senior Principal Designer	\$59.35		3.07		\$182.20
Principal Designer	\$44.76		3.07		\$137.41
Senior Designer	\$34.51		3.07		\$105.95
Principal Graphic Designer	\$38.01		3.07		\$116.69
Senior Construction Manager	\$66.53		3.07		\$204.25
Construction Manager	\$58.16		3.07		\$178.55
Senior Field Coordinator	\$52.26		3.07		\$160.44
Technical Typist	\$31.37		3.07		\$96.31
Technician	\$37.75		3.07		\$115.89
Senior Construction Manager	\$66.53		3.07		\$204.25
Construction Manager	\$58.16		3.07		\$178.55
Senior Field Coordinator	\$52.26		3.07		\$160.44

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (123.82%)

FRINGE (\$/HR) = HOURLY RATE X FRINGE (62.68%)

PROFIT (\$/HR) = (HOURLY RATE+ OVERHEAD+ FRINGE) X PROFIT (7.24%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE 3.07