

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN BROWARD COUNTY AND  
CHEN MOORE AND ASSOCIATES, INC. FOR  
CONSULTANT ENGINEERING SERVICES FOR WATER AND SANITARY SEWER SYSTEM  
IMPROVEMENTS FOR UTILITY ANALYSIS ZONES 110/111 AND 113  
(RFP NO. R1356803P1)**

This first amendment ("First Amendment") to the Agreement for Consultant Engineering Services for Water and Sanitary Sewer System Improvements for Utility Analysis Zones 110/111 and 113 (the "Agreement") by and between Broward County, a political subdivision of the State of Florida (the "County"), and Chen Moore and Associates, Inc., a Florida 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 September 15, 2016, the Parties entered into the Agreement for Consultant to provide professional engineering services for the water and sanitary sewer improvements project for Utility Analysis Zones 110/111 and 113 (the "Project").

B. The construction work for the Project is not yet complete, and the Parties have determined that additional funding is required to allow Consultant to continue to provide the Services During Construction (as described in the Agreement) until the construction work for the Project is complete.

C. The Parties have negotiated an increase in funding for Consultant's continuation of the above-mentioned services, which Consultant represents to be sufficient for its provision of such services for the duration of the Project.

D. This First Amendment incorporates the results of the Parties' negotiation and amends the Agreement in accordance therewith.

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 underline type (aside from previously included headings) are additions to existing text.
3. Article 5, Compensation and Method of Payment, Section 5.1.1 of the Agreement is hereby amended as follows:

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of services identified in Exhibit A, and as otherwise required by this Agreement, shall be as follows: on a "Maximum Amount Not-To-Exceed" basis based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of ~~Five Million Eighteen Thousand Six Hundred Fifty three Dollars and Eighty two Cents (\$5,018,653.82)~~ Five Million Seven Hundred Eighty-eight Thousand Four Hundred Thirty-one Dollars and Sixty-four Cents (\$5,788,431.64) for Tasks 12, 13, and 14. 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. 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.

5. This First Amendment is effective on the Effective Date, and may be executed by the Parties in counterparts which, when taken together, shall have the force and effect of an original binding document.

(Remainder of Page Intentionally Left Blank)

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 Chen Moore and Associates, Inc., signing by and through its Vice President, 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

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:  01/31/2020  
Keoki M. Baron (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

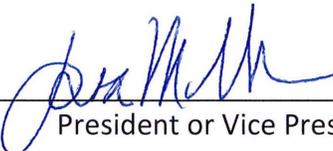
First Amendment to Agreement between Broward County and Chen Moore and Associates, Inc., for Consultant Engineering Services for Water and Sanitary Sewer System Improvements for Utility Analysis Zones 110/111 and 113 (RFP No. R1356803P1).

**CONSULTANT**

WITNESS:

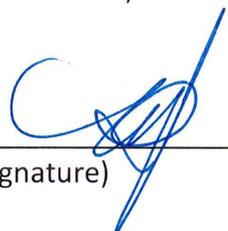
CHEN MOORE AND ASSOCIATES, INC.

  
\_\_\_\_\_  
(Signature)

By   
\_\_\_\_\_  
President or Vice President

SAFIYA BREA  
\_\_\_\_\_  
(Print Name)

Jason McClair - Vice President  
\_\_\_\_\_  
(Print Name and Title)

  
\_\_\_\_\_  
(Signature)

29 day of January, 2020

Megan Schmidt  
\_\_\_\_\_  
(Print Name)