

SECOND AMENDMENT TO  
AGREEMENT

Between

BROWARD COUNTY

And

HAZEN AND SAWYER, P.C.

For

CONSULTANT SERVICES FOR NORTH REGIONAL WASTEWATER TREATMENT PLANT –  
CAPACITY IMPROVEMENTS

RLI # R0999201R1

This is a Second Amendment to the Agreement dated August 13, 2013, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and HAZEN AND SAWYER, P.C, a foreign profit corporation, authorized to conduct business in the State of Florida ("CONSULTANT"), (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an Agreement on August 13, 2013, for Consultant Services for the North Regional Wastewater Treatment Plant (NRWWTP) Capacity Improvements project (the "Agreement").

B. The Parties entered into Amendment 1 on February 2, 2016 for Consultant Services.

C. The Parties desire to amend the Agreement to provide for additional time and effort related to injection well permitting, injection well repair, and injection well claims assistance services for the NRWWTP Capacity improvements project.

D. The Parties met and negotiated the fees for the additional well permitting, injection well repair, and injection well claims assistance services, all in accordance with the Broward County Procurement Code, and this Second Amendment to the Agreement incorporates the results of such negotiation.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Unless otherwise stated, works in struck through type are deletions from existing text and word s in underline type are additions to existing text.
3. Schedule A-1 is added to the scope of services

4. Article 4, Time for Performance, Section 4.1 is hereby amended to read as follows:

4.1 CONSULTANT shall perform the services described in Exhibit "A" and in Exhibit "A-1" within the time periods specified in the Project Schedule included in Exhibit "A" and in Exhibit "A-1"; said time periods shall commence from the date of the Notice to Proceed for such services.

5. Article 5, Compensation and Method of Payment, Section 5.1 is hereby amended to read as follows (original underlining omitted):

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Amount Not-To-Exceed Compensation

Compensation to CONSULTANT for the performance of the services identified in Exhibit "A" and in Exhibit "A-1," and as otherwise required by this Agreement shall be based upon the Salary Costs as described in Section 5.2 and as follows: up to a maximum amount not-to-exceed ~~\$5,577,300~~ \$5,637,300 for Basic Services related to Tasks 1- 5 and up to a maximum amount not-to-exceed \$197,588 for Basic Services related to Tasks 6 and 7. 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.

6. 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.
7. Except to the extent modified herein, the 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 Agreement and prior Amendments, the Parties hereby agree that this document shall control.
8. The Second Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed in multiple copies by all parties, each of which bearing original signatures, shall have the force and effect of an original document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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 Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and HAZEN AND SAWYER, P.C. 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  
Insurance requirements approved by Broward  
County Risk Management Division:

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Matthew  
Haber**  
By \_\_\_\_\_  
Matthew Haber (Date)  
Assistant County Attorney

Digitally signed by Matthew Haber  
DN: cn=Matthew Haber, o=Broward  
County, ou=CAO,  
email=mhaber@broward.org, c=US  
Date: 2020.09.29 16:38:17 -04'00'

**MICHAEL KERR**  
By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

Digitally signed by MICHAEL  
KERR  
Date: 2020.09.30 08:57:28  
-04'00'

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND HAZEN AND SAWYER, P.C., FOR CONSULTANT SERVICES FOR NORTH REGIONAL WASTEWATER TREATMENT PLANT – CAPACITY IMPROVEMENTS, RLI #R0999201R1

CONSULTANT

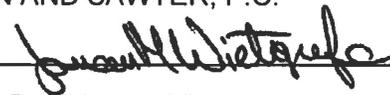
ATTEST:

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Robert B. Taylor, Jr, PE

(Please Type Name of Secretary)

HAZEN AND SAWYER, P.C.

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

Janeen M. Wietgreffe, PE, PMP Assoc. VP

(Please Type Name and Title)

\_\_23rd\_\_ day of \_\_September\_\_, 2020.



WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name