

**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 underline 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.

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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:



Celia D.A. Earle
(print name)

WITNESS:



Carla Curatolo
(print name)

BROWN AND CALDWELL

By 
_____ Vice President

Albert Perez, P.E., Vice President
(Please Type Name and Title)

21st day of October, 2020