

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

This Third Amendment ("Third 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"). Subsequently, the Director of Purchasing executed a Second Amendment ("Second Amendment") 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 for labor under Basic Services by \$294,821 for a new total of \$3,991,797. The Original Agreement as amended by the First Amendment and Second Amendment is referred to herein as the "Agreement."

C. Although the Agreement is scheduled to expire on February 28, 2024, professional services during the Project's construction are expected to be required through August 21, 2025.

D. The Parties now desire to extend the term of the Agreement by an additional 540 calendar days, through August 21, 2025, and to increase Consultant's total maximum not-to-exceed compensation to \$5,085,318 as follows: (i) increase the maximum not-to-exceed for labor under Basic Services by \$629,209 for a new total of \$4,621,006; (ii) increase the maximum not-to-exceed for Optional Additional Service by \$250,000 for a new total of \$400,000; and (iii) increase the maximum not-to-exceed for Reimbursable Expenses by \$10,000 for a new total of \$64,312.

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 Third 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 August 21, 2025, 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 Third 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 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 ~~\$3,991,797~~ **\$4,621,006**. 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.

5.1.3 Optional Additional Service

COUNTY has established an amount of ~~\$150,000~~ **\$400,000** for the performance of additional Basic Services as identified in Task 4 of Exhibit "A." Services provided under Task 4 shall be payable on a "Maximum Amount Not-To Exceed" basis or an agreed upon "Lump Sum" basis, based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under this task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Any unused amounts shall be retained by COUNTY.

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of ~~\$54,312~~ **\$64,312** for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

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

6. Preparation of this Third 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.

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

8. The effective date of this Third Amendment shall be the date of complete execution by the Parties.

9. This Third 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.

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Third 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 Third 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 _____, 2024, 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

By _____
Mayor

____ day of _____, 20__

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

Matthew
By Haber  Digitally signed by
Matthew Haber
Date: 2024.02.01
09:51:20 -05'00'
Matthew Haber (Date)
Assistant County Attorney

MICHAEL
By KERR  Digitally signed by
MICHAEL KERR
Date: 2024.02.01
10:22:33 -05'00'
Michael J. Kerr (Date)
Deputy County Attorney

MH

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CONSULTANT

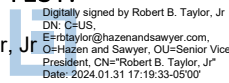
HAZEN AND SAWYER, P.C.

By  Janeen M. Wietgreffe
President or Vice President

Janeen M. Wietgreffe, PE, PMP.V
Print Name and Title

29th day of January, 2024

WITNESS/ATTEST:

 Robert B. Taylor, Jr.
Corporate Secretary or other witness