

**FIRST 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 first amendment ("First Amendment") to the Agreement for Consultant Services for Engineering Services for Fine Bubble Aeration Basin Conversion in Broward County, Florida (the "Agreement") by and between Broward County, a political subdivision of the State of Florida (the "County"), and Hazen and Sawyer, P.C., a for profit 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 February 10, 2015, the Parties entered into the Agreement for Consultant to provide professional engineering services for the conversion of existing aeration basin to fine bubble aeration at the North Regional Wastewater Treatment Plant (the "Project").

B. The term of the Agreement will expire on September 6, 2020 and activities associated with professional services during construction are anticipated to extend into September 2022. The term of the original Agreement is 2,035 calendar days.

C. The construction work for the Project is not yet complete, and the Parties have determined that, as of the Effective Date, Consultant's Salary Costs (as defined in the Agreement) should be subject to adjustment in accordance with the Consumer Price Index ("CPI"), which the Agreement does not currently allow.

D. The Parties therefore desire to amend the Agreement to: (i) extend its term by 730 calendar days to continue to provide construction management services related to the Project; and (ii) allow adjustment to the Consultant's Salary Costs based on the CPI.

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. Notwithstanding any provision to the contrary in the Agreement, the Parties agree to extend the term of the Agreement until 11:59 p.m. on September 6, 2022, at which point the Agreement shall terminate, unless the Agreement has been terminated earlier as provided in the Agreement.

3. Page 8 of the original Agreement dated February 10, 2015 shall be amended to add the following subparagraph 5.2.6: As of the Effective Date, the maximum hourly rates shown on Exhibit B of the Agreement are subject to change annually beginning on October 1, 2020, and for each calendar year thereafter, upon Consultant's written request to the Contract Administrator issued at least thirty (30) days before October 1st of the applicable calendar year, and subject to approval by the Contract Administrator. Any change in these hourly rates will be limited to the lesser of the change in cost of living or three percent (3%). The change in the cost of living will be based on the CPI and will be calculated as follows: the difference of the CPI for the current period, less the CPI for the previous period, divided by the CPI for the previous period, multiplied by 100. The CPI for the current period means the most recently published monthly index preceding the then-current contract anniversary date. The CPI for the previous period means the CPI for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor Table for Consumer Price Index – All Urban Consumers for the areas of Miami-Fort Lauderdale-West Palm Beach, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there will not be any change in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by the Contract Administrator and Consultant.

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.

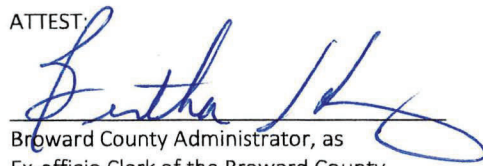
5. This First Amendment is effective on the Effective Date and may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

In WITNESS WHEREOF, the Parties hereto have made and executed this 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 22nd day of September, 2020, and Hazen and Sawyer, P.C., signing by and through its P.E. Assoc. Vice President, duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: 
Mayor **Dale V.C. Holness**
22nd day of September, 2020

Insurance requirements
approved by Broward County
Risk Management Division:

By: 
(Signature)
Digitally signed by COLLEEN A.
POUNALL
Date: 2020.08.03 14:43:42 -04'00'

(Print Name and Title above)

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
By: **Haber**
Matthew Haber (Date)
Assistant County Attorney
Digitally signed by Matthew Haber
DN: cn=Matthew Haber, o=Broward
County, ou=CAO,
email=mmhaber@broward.org, c=US
Date: 2020.07.02 13:18:46 -04'00'

MICHAEL KERR
By: **Kerr**
Michael J. Kerr (Date)
Deputy County Attorney
Digitally signed by MICHAEL KERR
Date: 2020.08.06 11:30:13 -04'00'



CONSULTANT

ATTEST:

Secretary

Robert B. Taylor, Jr, PE

(Please Type Name of Secretary)



Print

Signature

Print/Type Name

HAZEN AND SAWYER, P.C.

By

President or Vice President

Janeen M. Wietgrebe, PE Assoc Vice President

(Please Type Name and Title)

2nd day of June, 2020