

First Amendment to Work Authorization No. CDMS13-16
New Booster Pumping for System 3A – Construction Management Services
Under
Agreement between Broward County and CDM Smith Inc.
for
Continuing Services for Water Treatment and Raw Water Production Systems

This is the First Amendment to the October 6, 2015 Work Authorization No. CDMS13-16 New Booster Pumping for System 3A – Design, Permit, and Bid services, issued under the Agreement for Continuing Services for Water Treatment and Raw Water Production Systems and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and CDM SMITH INC. ("CONSULTANT"), (collectively, the "Parties").

WHEREAS, COUNTY and CONSULTANT entered into an Agreement dated January 14, 2014 for Continuing Services for Water Treatment and Raw Water Production Systems (the "Agreement"), from which Work Authorization No. CDMS13-16 (the "Work Authorization") was approved by the Broward County Board of County Commissioners (the "Board") on October 6, 2015; and

WHEREAS, COUNTY and CONSULTANT have met and negotiated the scope and compensation for additional services for construction management, and optional additional services for this Project, and this First Amendment to the Work Authorization 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, words in ~~struck-through~~ type are deletions from existing text and words in underlined type are additions to existing text.
3. Article 3, Compensation and Method of Payment, Section 3.1 of the Work Authorization is hereby amended as follows:

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation shall be as follows (check those boxes that apply):

- 3.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to CONSULTANT for the performance of Basic Services identified in Exhibit "A" and Exhibit "A-1" to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required under the terms of the Agreement, shall be based upon the Salary Costs as described in Section 5.2 of the Agreement up to a maximum amount not-to-exceed of ~~\$200,360.00~~ \$364,313.96

for Tasks 1 and 2, of Exhibit "A" and Task 1 of Exhibit "A-1" and \$7,748.00 \$32,748.00 for Optional Additional Basic Services under Task 3 of Exhibit "A" and Task 2 Optional Additional Services of Exhibit "A-1". 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. Tasks performed as Optional Services must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Any unused amounts shall be retained by COUNTY.

3.1.2 Lump Sum Compensation. Compensation to CONSULTANT for the performance of all Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of \$_____.

3.1.3 Reimbursable Expenses. COUNTY has established a maximum amount not-to-exceed of ~~\$7,800.00~~ \$9,625.00 for potential reimbursable expenses which may be utilized pursuant to Section 5.3 of the Agreement. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY

4. Article 4 of the Work Authorization is hereby deleted and replaced with the following:

4. CONSULTANT shall perform the services described in Exhibits A and A-1 within
 _____ calendar days ("Time for Performance"), or
 the time periods specified in the Project Schedule included in Exhibits A and A-1 ("Time for Performance"); said time periods shall commence from the date of the Notice to Proceed for such services.

5. Article 5, CBE Goals, paragraph 5.1 of the Work Authorization is hereby amended to read as follows:

5.1 In an effort to assist COUNTY in achieving its overall goal as set forth in the Agreement, CONSULTANT agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in subsection 5.2 below with revised Exhibit "B" Letter of Intent attached hereto with adjusted CBE Goal of: ~~5.3%~~ 2.82%

6. Exhibit A, Scope of Services, of the Work Authorization is hereby amended to include the additional items contained in Exhibit A-1, attached hereto as part of this Amendment No. 1.

7. Preparation of this First 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 party than any other.

8. Except to the extent modified herein, the Work Authorization remains in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Work Authorization, this document controls. Except as

to the extent modified herein, nothing contained in this First Amendment shall alter, modify, or change in any way the terms and conditions of the Agreement.

9. This First Amendment is 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 here to have made and executed this First Amendment to Work Authorization No. CDMS13-16: 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 CDM SMITH INC., signing by and through its Principal or 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__


Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  6-6-17
Signature (Date)

By  6/7/17
Angela F. Benjamin (Date)
Assistant County Attorney


WAYNE FLETCHER Risk MGR.
Print Name and Title above

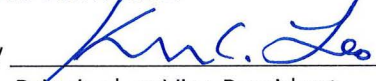
 6/8/17
Michael J. Kerr
Deputy County Attorney

CONSULTANT

ATTEST:

CDM SMITH INC.


Corporate Secretary

By 
Principal or Vice President
Kevin C. Leo, Senior Vice President
(Print Name and Title)

(SEAL)

24 day of May, 2017.