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AGREEMENT

Between

BROWARD COUNTY

and

HAZEN AND SAWYER, P.C.

for

**GENERAL CONSULTANT SERVICES FOR
WATER AND WASTEWATER SERVICES (WWS)**

**IN BROWARD COUNTY, FLORIDA
RLI No. 20060911-0-EED-1**

- (C) For all other general consulting, planning, study, review, and advisory work, each individual Work Authorization shall be approved by the Board.
- (D) Notwithstanding the above, any general consulting, planning, study, review, and advisory work estimated to cost COUNTY more than Five Hundred Thousand Dollars (\$500,000) for an individual Work Authorization, and any amendment thereof, cannot be authorized under this Agreement.

4.4.2 Professional Engineering Services Activities

- (A) For professional engineering services for construction projects, if the estimated cost to COUNTY is Thirty Thousand Dollars (\$30,000) or less, then each individual Work Authorization shall be approved by the Contract Administrator.
- (B) For professional engineering services for construction projects, if the estimated cost to COUNTY exceeds Thirty Thousand Dollars (\$30,000) but is within the Purchasing Director's award authority as set forth in the Broward County Procurement Code, then each individual Work Authorization shall be approved by the Director of Purchasing.
- (C) For all other professional engineering services for construction projects, each individual Work Authorization shall be approved by the Board.
- (D) Notwithstanding the above, the total of all professional engineering fees associated with an individual Work Authorization, including any amendments thereto, shall not exceed Eight Hundred Thousand Dollars (\$800,000).

4.4.3 **Extension of Time.** For all Work Authorizations issued pursuant to Subsections 4.4.1 or 4.4.2, above, where an extension of time is necessary, the Contract Administrator is authorized to execute and approve amendments to the Work Authorization provided such amendment is limited to an extension of time.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

5.1 **AMOUNT AND METHOD OF COMPENSATION.** The total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT shall be limited to Three Million Dollars (\$3,000,000) for each one (1) year period beginning on the date this Agreement is fully executed by both

expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. CONSULTANT shall provide backup for current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work as set forth in the Work Authorization, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CDBE participation to date by completing Exhibit D, CDBE Performance Report Form. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

- 5.5 METHOD OF PAYMENT.** COUNTY shall pay CONSULTANT in accordance with the terms in each Work Authorization. Payment will be made to CONSULTANT at:

Hazen and Sawyer, P.C.
4000 Hollywood Boulevard, 7th Floor
Hollywood, FL 33021

ARTICLE 6
ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

- 6.1** COUNTY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Work Authorization. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of a Work Authorization including the initiation of any Additional Services.
- 6.2** Costs of Additional Services identified by the Contract Administrator during the life of a Work Authorization and as contained in a written amendment will be

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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 24th day of June, 2008, and HAZEN AND SAWYER, P.C., signing by and through its Vice President, duly authorized to execute same.

COUNTY

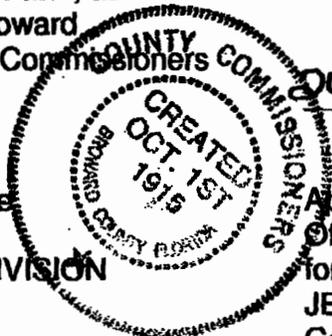
ATTEST:

R H Brossal
for 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 Rob Wylie
Mayor

day of June, 2008.



Approved as to Insurance
Requirements by
RISK MANAGEMENT DIVISION

By [Signature]

Approved as to form by
Office of County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By Al A. DiCalvo 5/13/08
Al A. DiCalvo (Date)
Assistant County Attorney

AAD:dmv
4/04/08
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GENERAL CONSULTANT SERVICES FOR WATER AND WASTEWATER SERVICES
(WWS) IN BROWARD COUNTY, FLORIDA, RLI No. 20060911-0-EED-1

CONSULTANT

ATTEST:

Patrick A. Davis
Secretary

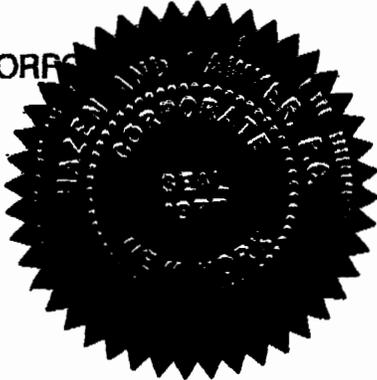
PATRICK A. DAVIS
(Please Type Name of Secretary)

HAZEN & SAWYER, P.C.

By [Signature]
President/Vice President

EMY W. BONS
(Please Type Name of President/Vice
President)

CORP



7 day of MAY, 2008.