

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
HAZEN AND SAWYER, P.C. FOR GENERAL CONSULTANT SERVICES  
FOR WATER AND WASTEWATER SERVICES (RLI # 20060911-0-EED-1)**

This is a First Amendment to the Agreement (hereinafter defined) by and between Broward County, Florida, a political subdivision of the State of Florida ("County"), and Hazen and Sawyer, P.C., a foreign profit corporation authorized to conduct business in the State of Florida ("Consultant") (collectively referred to as the "Parties").

Recitals

A. The Parties entered into an agreement, dated June 24, 2008, for Consultant to provide general consultant services for Water and Wastewater Services (the "Agreement").

B. The Agreement provides that any services performed by Consultant pursuant to the terms thereto must be authorized in writing by a Work Authorization (as defined in the Agreement) and that the total consultant fees associated with any individual Work Authorization shall not exceed Eight Hundred Thousand Dollars (\$800,000).

C. The term of the Agreement expired on June 24, 2013.

D. Prior to the expiration of the Agreement, Work Authorization No. HS0745 was issued pursuant thereto.

E. The services associated with Work Authorization No. HS0745 have yet to be completed, and the Parties have determined that the completion of such services will require additional time and funding in excess of the maximum amount of Eight Hundred Thousand Dollars (\$800,000) per Work Authorization permitted by the Agreement.

F. In order to allow for the completion of the services associated with Work Authorization No. HS0745, the Parties desire to amend the Agreement to extend its term and increase the total consultant fees allowable under any individual Work Authorization.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Each and every clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

2. Notwithstanding any provision to the contrary in the Agreement, the Parties agree to retroactively extend the term of the Agreement until 11:59 p.m. on June 24, 2020, at which point the Agreement shall terminate, unless the Agreement has been terminated earlier as provided in the Agreement.

3. Article 4, Work Authorizations; Time for Performance, subsection 4.4.2 of the Agreement is hereby amended, in part, to read as follows:

#### 4.4.2 Professional Engineering Services Activities

....

- (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)~~ One Million Two Hundred Thousand Dollars (\$1,200,000).

4. Preparation of this First 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 the other.
5. 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.
6. Consultant acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement.
7. This First Amendment shall be effective upon full 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.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the 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 \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and Hazen and Sawyer, P.C., signing by and through its Vice-President, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Signature of Witness

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name of Witness

\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Print Name of Witness

Insurance requirements  
approved by Broward County  
Risk Management Division

By Pounall \_\_\_\_\_ 01/24/19  
Signature (Date)

By KMB \_\_\_\_\_ 01/24/19  
Keoki M. Baron (Date)  
Assistant County Attorney

Colleen Pounall Risk Analyst  
Print Name and Title above

By MJ Kerr \_\_\_\_\_ 1/24/19  
Michael J. Kerr (Date)  
Deputy County Attorney

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CONSULTANT

ATTEST:

*Patricia A. Dan*  
Corporate Secretary

HAZEN AND SAWYER, P.C.

By *Janeen M. Wietgreffe*  
President or Vice President

Janeen M. Wietgreffe, Associate Vice President  
(Print Name & Title)

30th day of October, 2018.

