

**THIRD AMENDMENT TO WORK AUTHORIZATION NO. HS0745 UNDER
AGREEMENT BETWEEN BROWARD COUNTY AND HAZEN AND SAWYER, P.C.
FOR GENERAL CONSULTANT SERVICES FOR WATER AND WASTEWATER
SERVICES**

This is a Third Amendment to Work Authorization No. HS0745 ("Work Authorization"), which was issued pursuant to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Hazen and Sawyer, P.C. ("Consultant") (collectively, the "Parties").

Recitals

- A. On June 24, 2008, the Parties entered into an agreement for general consultant services (the "Agreement"), pursuant to which the Work Authorization, dated May 8, 2012, was issued.
- B. On June 3, 2014, the Parties entered into a First Amendment to the Work Authorization to amend Sections 3 and 4 of the Work Authorization to increase funding for the completion of services under the Work Authorization and to extend the time to complete such services.
- C. On October 26, 2015, the Parties entered into a Second Amendment to the Work Authorization to amend Section 4 of the Work Authorization to again extend the time to complete the services under the Work Authorization.
- D. The Parties have negotiated a further increase in funding for the completion of services under the Work Authorization by Two Hundred Nineteen Thousand Dollars (\$219,000.00) and a third extension of time of Five Hundred Forty (540) calendar days to complete the services under the Work Authorization, and this Third Amendment to the Work Authorization incorporates the results of such negotiation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Work Authorization 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. Section 3, Compensation and Method of Payment, subsection 3.1 of the Work Authorization as previously amended is hereby amended, in part, to read 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:

[X] Maximum Amount Not-To-Exceed Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" and ~~Exhibit "A-1"~~ to this Work Authorization, and as required under the terms of the Agreement, Salary Costs as described in Section 5.2 of the Agreement, up to a maximum amount not-to-exceed ~~Seven Hundred Forty Eight Thousand Eight Hundred Thirty One Dollars and Eighty Cents (\$748,831.80)~~ Nine Hundred Sixty-six Thousand Eight Hundred Sixty-three Dollars and Eighty Cents (\$966,863.80) for Tasks 1 through 6, and Forty Thousand Dollars (\$40,000.00) for Task 7 and to reimburse CONSULTANT for Reimbursables as described in Section 5.3 of the Agreement, up to a maximum amount not-to-exceed ~~Ten Thousand One hundred Dollars (\$10,100.00)~~ Eleven Thousand Sixty-eight Dollars (\$11,068.00), for a total maximum amount not-to-exceed ~~Seven Hundred Ninety Eight Thousand Nine Hundred Thirty One Dollars and Eighty Cents (\$798,931.80)~~ One Million Seventeen Thousand Nine Hundred Thirty-one Dollars and Eighty Cents (\$1,017,931.80). It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories shall be as shown on Exhibit "A" to the Agreement.

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3. Section 4 of the Work Authorization as previously amended is hereby amended, in part, to read as follows:

4. All services to be performed pursuant to this Work Authorization shall be completed within ~~2240~~ Two Thousand Seven Hundred Eighty (2780) calendar days of the issuance of the Notice to Proceed ("Time for Performance").

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5. 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 the other.

6. Except to the extent modified herein, the Work Authorization, as amended, shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Third Amendment and the terms and conditions set forth in the Work Authorization, the First Amendment to the Work Authorization, or the Second Amendment to the Work Authorization, this document shall control. Nothing contained in this Third Amendment to the Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement.

7. This Third Amendment to the Work Authorization shall be effective upon execution by the Parties, and may be fully executed in multiple copies by both 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.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Work Authorization HS0745 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 _____, 2018, 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 Colleen Pounall 01/24/19
Signature (Date)

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

Colleen Pounall Risk Analyst
Print Name and Title above

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

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.

