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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

#### AGREEMENT

Between

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and

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GENERAL CONSULTANT SERVICES FOR WATER AND WASTEWATER SERVICES (WWS)

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

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

#### AND

HAZEN AND SAWYER, P.C., a foreign profit corporation authorized to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

# ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 <u>Agreement:</u> means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board:** The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1

- 1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- County Water and Wastewater Engineering Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONSULTANT and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 <u>Contractor:</u> The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.
- 1.6 <u>County Administrator</u>: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 <u>County Attorney</u>: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 Community Disadvantaged Business Enterprise or "CDBE": A business located in Broward County, Florida, that is owned by an economically disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not economically disadvantaged. To qualify as a CDBE business, a firm must meet the criteria and eligibility requirements of Broward County's CDBE Program and must be certified by Broward County's Small Business Development Division.
- 1.9 <u>Notice To Proceed:</u> A written notice to proceed with the Project issued by the Contract Administrator.
- 1.10 **Project**: General Consultant Services for Broward County Water and Wastewater Services (WWS), as set forth in Section 3.2 of this Agreement.
- 1.11 <u>Subconsultant</u>: A firm, partnership, corporation or combination thereof having a direct contract with a Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

1.12 <u>Work Authorization</u>: The formal document by which COUNTY accepts CONSULTANT's proposal and CONSULTANT indicates a willingness to perform same for the terms and under the conditions specified in this Agreement and the applicable Work Authorization.

## ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essentiablements of the mutual considerations upon which this Agreement is based.

- 2.1 COUNTY has budgeted funds for the services to be provided hereunder.
- 2.2 The Board has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has settlected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a committee selected by the Board, and this Agreement incorporates the results of such negotiations.

# ARTICLE 3 TERM; SCOPE OF SERVICES

- 3.1 The initial term of this Agreement shall be for period of two (2) years from the date this Agreement is executed by both parties, with the option of three (3) consecutive one (1) year extensions. The decision to exercise each of the extension options shall be at the sole discretion of the Director of Purchasing. CONSULTANT shall be notified in writing of the exercise of the optional extensions at least sixty (60) days prior to the expiration of the then current term. If the term (whether initial or any extensions) of this Agreement, or any Work Authorization issued thereon, extends beyond a single fiscal year of COUNTY, the continuation of this Agreement or any Work Authorization beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 CONSULTANT's services shall consist of the services set forth in a Work Authorization, as described in Article 4. CONSULTANT shall provide all services as set forth in a Work Authorization including all necessary, incidental, and related activities and services required by a Work Authorization and contemplated in CONSULTANT's level of effort. The specific nature of the work shall include but not be limited to providing professional engineering, planning,

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surveying, testing, process study, compliance reporting, pre-design, design, permitting, bid/award, and construction management services in all of the following areas: water/wastewater, treatment plants, drainage systems, distribution/collection systems, lift stations, by product disposal, finance/administrative consulting services for rate & fee studies, bond feasibility studies, annual engineering reports required by bond covenants, and information technology assistance.

- 3.3 CONSULTANT and COUNTY acknowledge that the Scope of Services made part of the Work Authorizations does not delineate every detail or minor work task required to be performed by CONSULTANT to complete a Work Authorization. If, during the course of the performance of the services included in a Work Authorization, CONSULTANT determines that work should be performed to complete the Work Authorization which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without first notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.
- 3.4 CONSULTANT shall pay its Subconsultants, subcontractors, and suppliers, including its CDBE Subconsultants, subcontractors, and suppliers, within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from such Subconsultants, subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.
- 3.5 CONSULTANT acknowledges and agrees that COUNTY is not obligated to utilize the services of CONSULTANT for any Projects during the term of this Agreement and may freely contract with other consultants for the same or related services.

## ARTICLE 4 WORK AUTHORIZATIONS; TIME FOR PERFORMANCE

Any services to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized in writing by a Work Authorization. Each Work Authorization shall be in the form attached as either Exhibit C-1, C-2, or C-3, shall be dated and serially numbered, and shall contain, at a minimum, the following information and requirements:

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- 4.1.1 A description of the work and services to be undertaken as set forth in Section 3.2 above, and a reference to this Agreement pursuant to which the Work Authorization is authorized.
- 4.1.2 The Amount and Method of Compensation payable to CONSULTANT pursuant to Article 5 below, including the amount of retainage to be withheld, if applicable, as determined in the sole discretion of COUNTY or the Contract Administrator as set forth in Section 4.2, below. This shall be based upon budget information provided by CONSULTANT showing sufficient detail so as to identify the various elements of costs.
- 4.1".3 A time period setting forth the Time for Performance for the completion of the work and services undertaken by CONSULTANT or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement and the scope of the work and services outlined in the Work Authorization.
- 4.1.4 CDBE goals, if applicable, as determined in accordance with and pursuant to Section 9.2. CONSULTANT shall provide a completed Schedule of CDBE Participation (in a form similar to Exhibit B, as approved by the Small Business Development Division).
- 4.1.5 Liquidated damages, if applicable, as determined in the sole discretion of COUNTY or the Contract Administrator, should CONSULTANT fail to complete all or a portion of a Work Authorization on or before the Time for Performance.
- 4.1.6 Any other additional instructions or provisions relating to the work to be performed pursuant to each Work Authorization.
- 4.2 CONSULTANT shall perform the services as described in each Work Authorization within the time periods specified therein; said time periods shall commence from the date of the Notice to Proceed for such services.
  - 4.2.1 In the event CONSULTANT is unable to complete the authorized services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all known facts and details related to the delay.

- 4.2.2 If CONSULTANT is performing construction phase services, in the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 6 for all services rendered by CONSULTANT, in excess of services originally contemplated, beyond the substantial completion date.
- 4.2.3 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the failure to substantially complete is caused in whole or in part by a negligent act, error, or omission of CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.
- 4.3 Subsequent to COUNTY issuing a Work Authorization, Contract Administrator will issue a Notice to Proceed (NTP). CONSULTANT shall not commence any work or services until after receipt of the Contract Administrator's NTP.
- 4.4 Each Work Authorization, and any amendment thereto, for any work or services to be performed by CONSULTANT under the terms of this Agreement, shall be authorized by COUNTY in one of the following manners:

#### 4.4.1 Planning and Study Activities

- (A) For all general consulting, planning, study, review, and advisory work estimated to cost COUNTY Thirty Thousand Dollars (\$30,000) or less, each individual Work Authorization shall be approved by the Contract Administrator.
- (B) For all general consulting, planning, study, review, and advisory work estimated to cost COUNTY more than Thirty Thousand Dollars (\$30,000) but within the Purchasing Director's award authority as set forth in the Broward County Procurement Code, each individual Work Authorization shall be approved by the Director of Purchasing.

- (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 <u>Professional Engineering Services Activities</u>

- (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

parties. The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following methods.

- 5.1.1 Maximum Amount Not-To-Exceed Compensation. This method of compensation is that of "maximum amount not to exceed" which means that CONSULTANT shall perform all services set forth in the Work Authorization for total compensation in the amount of or less than that stated in the Work Authorization. Total compensation shall be comprised of Salary Costs as described in Section 5.2 and Reimbursables as described in Section 5.3. The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories shall be as shown on Exhibit "A."
- 5.1.2 Lump Sum Compensation. This method of compensation is that of "Lump Sum" which means that CONSULTANT shall perform all services set forth in the Work Authorization for total compensation in the amount stated in the Work Authorization. The maximum hourly rates payable by COUNTY for each of the CONSULTANT's employee categories shall be as shown on Exhibit "A."
- 5.2 SALARY COSTS. The term Salary Costs as used herein shall mean the hourly raw salary rate of the individual employee not to exceed the salary rates as shown on Exhibit "A," attached hereto and made a part hereof, paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, draftspersons, and clerks, as adjusted by an overall factor of 3.20, which consists of the following: 1) a fringe benefits factor of 38.3%, which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor of 153%; and 3) an operating profit margin of 10%. Said Salary Costs are to be used only for time directly attributable to the Project. A detailed breakdown of these costs shall be kept current and readily accessible to COUNTY. The breakdown of overhead and fringe benefit factors shall be certified by a Certified Public Accountant. Said certification shall be dated within ninety (90) days after CONSULTANT's just completed fiscal year.
  - 5.2.1 If the method of compensation between COUNTY and CONSULTANT is a maximum amount not-to-exceed and CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees against Salary Costs with no "markup." CONSULTANT shall bill all other subconsultant fees using the equivalent employee categories for Salary Costs on Exhibit "A" and Reimbursables defined in Section 5.3. All subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.

5.2.2 On or after January 1, 2009 and each year thereafter during the term of this Agreement, the maximum hourly rates set forth on Exhibit "A" shall be adjusted based upon the All Urban Consumers Price Index for the Miami/Ft. Lauderdale area issued by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) months preceding December 31 of the prior year. Such adjustment shall be calculated by multiplying each maximum hourly rate set forth on Exhibit "A" by the percentage change in the consumer price index for All Urban Consumers, Miami/Ft. Lauderdale, to calculate the consumer price index adjustment, and by adding the maximum hourly rate and the consumer price index adjustment to determine the new maximum hourly rate. However, in the event that the percentage change in the consumer price index is greater than four percent (4%), any increase in maximum hourly rate shall be limited to four percent (4%) of that maximum hourly rate.

## 5.3 REIMBURSABLES

- 5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:
  - a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
  - b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061, Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
    - c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices. CONSULTANT's field office at the Project site is not considered a permanent office.

- d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.
- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Work Authorization is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

#### 5.4 METHOD OF BILLING

#### 5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to a Work Authorization. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. 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 Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the

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, 7<sup>th</sup> Floor Hollywood, FL 33021

# ARTIÇLE 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

compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by an amendment to a Work Authorization shall include a required completion deadline for CONSULTANT's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1, above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

# ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2 COUNTY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 COUNTY shall review the itemized deliverables/documents identified in a Work Authorization of CONSULTANT and respond in writing with any comment within the time set forth on the approved Work Authorization Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

# ARTICLE 8 INSURANCE

- 8.1 To ensure the indemnification obligations contained in Section 10.7 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 8.2 Such policy or policies shall be without any deductible amount unless otherwise provided in this Article and shall be issued by approved companies authorized to

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 Quee, 2008, and HAZEN AND SAWYER, P.C., signing by and through its lesident, duly authorized to execute same.

## COUNTY

ATT	EST:	

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

Approved as to Insurance

Requirements by

RISK MANAGEMENT DIVISIO

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

Assistant County Attorney

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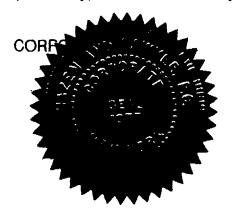
AGREEMENT BETWEEN BROWARD COUNTY AND HAZEN & SAWYER, P.C. FOR GENERAL CONSULTANT SERVICES FOR WATER AND WASTEWATER SERVICES (WWS) IN BROWARD COUNTY, FLORIDA, RLI No. 20060911-0-EED-1

#### CONSULTANT

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Secretary

PATRICK A. DAVIS
(Please Type Name of Secretary)



HAZEN & SAWYER, P.C.

President/Vice President

(Please Type Name of President/Vice President

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