THIRD AMENDMENT TO
CONTINUING SERVICES AGREEMENT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND HAZEN AND SAWYER, P.C. FOR WATER, WASTEWATER,
WASTEWATER REUSE, AND NATURAL GAS UTILITIES PROJECTS
ENGINEERING CONSULTANT SERVICES

This Amendment to Continuing Services Agreement (hereinafter referred to as the "Third Amendment") between the City of Sunrise and Hazen and Sawyer, P.C. is made by and between the City of Sunrise, a Florida municipal corporation, (hereinafter referred to as "City") and Hazen and Sawyer, P.C., a Florida corporation (hereinafter referred to as "Consultant" this _____day of _____, 2025.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 11, 2021, and was approved by Resolution No. 21-46; and

WHEREAS, a First Amendment to the Agreement, which added a mandatory Florida Statutory provision was signed and became effective on September 29, 2022; and

WHEREAS, a Second Amendment to the Agreement, which added mandatory Florida Statutory provisions was signed and became effective on December 20, 2023; and

WHEREAS, the parties agree that an Amendment is necessary to revise Exhibit "B" – Hourly Rates to approve a rate increase adjustment in the amount of 5%.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the City and Consultant agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Third Amendment.

2. Amendment to Contract.
   a) Exhibit "B" has been revised in its entirety and replaced with Exhibit "B" attached hereto.

3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Initial Contract, the terms of this Third Amendment shall govern. All other terms of the Contract shall remain and continue in full force and effect.

4. Captions. The captions of this Third Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Third Amendment.

5. Effective Date. This Third Amendment shall be effective upon execution.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment on the respective dates under each signature: the City, signing by and through its Procurement Manager or designee, duly authorized to execute same and by Hazen and Sawyer, P.C. by and through its Vice President duly authorized to execute same.

CITY OF SUNRISE

By: _____

Print: _____

Title: Procurement Manager or designee

Date: _____

Approved as to form and legal sufficiency for the City:

By: _____
Thomas P. Moss
City Attorney

HAZEN AND SAWYER, P.C.

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "B"

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the first full year of this AGREEMENT, if authorized by the CITY. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

The maximum raw salary rate is the maximum amount per hour the Consultant can bill the City for each individual employee category. If the raw salary of an employee is less than what is listed in Exhibit "B", then the Consultant can only bill up to that lesser amount. An employee's hourly rate will be calculated by multiplying the employee's raw salary rate by an overhead factor of 2.9. In the event the resulting number exceeds the maximum hourly rate for that employee category, then the maximum hourly rate will be used instead of the employee's hourly rate.

Employee Category	May 2021 Maximum Raw Salary Rate	Overhead Factor	May 2021 Maximum Hourly Rate	**Amended 2025 Maximum Hourly Rate (+5%)**
Company Officer	$99.00	2.9	$287.10	**$301.46**
Technical Expert	$99.00	2.9	$287.10	**$301.46**
Senior Principal Professional	$86.00	2.9	$249.40	**$261.87**
Principal Professional	$75.00	2.9	$217.50	**$228.38**
Supervising Professional	$71.00	2.9	$205.90	**$216.20**
Senior Professional	$60.00	2.9	$174.00	**$182.70**
Professional	$52.00	2.9	$150.80	**$158.34**
Assistant Professional	$41.00	2.9	$118.90	**$124.85**
Associate Professional	$38.00	2.9	$110.20	**$115.71**
Senior Designer	$55.00	2.9	$159.50	**$167.48**
Designer	$36.00	2.9	$104.40	**$109.62**
Senior Technician	$46.00	2.9	$133.40	**$140.07**
Technician	$34.00	2.9	$98.60	**$103.53**
Senior Inspector	$51.00	2.9	$147.90	**$155.30**
Inspector	$41.00	2.9	$118.90	**$124.85**
Senior Administrator	$37.00	2.9	$107.30	**$112.67**
Administrative Assistant	$30.00	2.9	$87.00	**$91.35**
Secretarial	$25.00	2.9	$72.50	**$76.13**
Clerical	$22.00	2.9	$63.80	**$66.99**

Examples of Hourly Rate Computation:

Example 1: Professional - Employee Actual Raw Salary Rate = $42 / hour
Actual Raw Salary Rate of $42 < Maximum Raw Salary Rate of $52; therefore, use Actual Raw Salary Rate of $42.
Actual Raw Salary Rate x Overhead Factor = Hourly Rate
$42/hour x 2.90 = $121.80 Hourly Rate

Example 2: Professional - Employee Actual Raw Salary Rate = $53 / hour
Actual Raw Salary Rate of $53 > Maximum Raw Salary Rate of $52; therefore, use Maximum Raw Salary Rate of $52
Maximum Raw Salary Rate x Overhead Factor = Hourly Rate
$52/hour x 2.90 = $150.80 Hourly Rate