FIRST AMENDMENT

to

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Hazen and Sawyer, P.C.

For

Project Agreement No. 23-002-HS

Springtree WTP Electrical Upgrades - Phase 1
Construction Management Services

This First Amendment is made **to Project Agreement No. 23-002-HS**, originally passed and adopted on October 25, 2022, between the City of Sunrise, a municipal corporation (City) and Hazen and Sawyer, P.C. (Consultant).

WHEREAS, on May 11, 2021, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

WHEREAS, Project Agreement No. 23-002-HS (Project Agreement) was approved by Resolution No. 21-46-22-E and entered into between the City of Sunrise and Hazen and Sawyer, P.C. for Springtree Water Treatment Plant (WTP) Electrical Upgrades - Phase 1 Construction Management Services; and

WHEREAS, construction of the Springtree WTP Electrical Upgrades is approximately 70% complete, delayed due to unforeseen site conditions, requiring the Consultant to prepare revised design drawings. The Contractor has submitted a request for a time extension, citing valid justifications, which is currently under evaluation; and

WHEREAS, the City requires the Consultant’s continued support for contract administration, construction oversight, inspection services, and other associated tasks as authorized under the existing Agreement; and

WHEREAS, on April 30,2025, the City Manager provided a one hundred eighty (180) day extension of the Project Agreement, extending its term until November 1, 2025, in accordance with Paragraph 7.1 of the Agreement; and

WHEREAS, the parties wish to amend the Project Agreement to allow for the continued provision of services; and

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

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

2. Section 7 of the Project Agreement are hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for ~~910~~ 1500 days, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. ~~The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days.~~ No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement or its amendments, the terms of this First Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this First 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 First Amendment.

5. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C., signing by and through its Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20_____.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk (SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

Hazen and Sawyer, P.C.

By: _____
Patricia A. Carney, P.E.
Vice President

_____ day of _____, 20____.

AUTHENTICATE:

_____
Senior Vice President

_____
Robert B. Taylor, Jr., P.E.

(CORPORATE SEAL)

WITNESSES:

_____

_____