CITY CLERK
CITY OF SUNRISE
2025 MAY 19 AM 11:10



**Fourth Amendment To**

**Project Agreement No. PA-22-001-ST**

**Between**

**THE CITY OF SUNRISE**

**And**

**Stantec Consulting Services Inc.**

**For**

**East Sunrise Watermain Replacement – Phase II**

**This Fourth Amendment to Project Agreement No. 22-001-ST** dated May 4, 2022, between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services Inc. (Consultant).

**WHEREAS**, Project Agreement No. 22-001-ST (Project Agreement) was approved by Resolution No. 21-47-22A and entered into between the City of Sunrise and Stantec Consulting Services Inc. for professional engineering services for the East Sunrise Watermain Replacement – Phase II as authorized under the Project Agreement; and

**WHEREAS,** the Project Agreement expires on December 25, 2023; and

**WHEREAS,** the parties entered into a First Amendment on April 27, 2023 to revise the Scope of Services to extend the project limits for the additional sum of $6,820.00; and

**WHEREAS,** the parties entered into a Second Amendment on October 10, 2023 to extend the term for an additional 300 days expiring on October 20, 2024; and

**WHEREAS,** the City Manager provided an additional 180 days extension on October 14, 2024 expiring on April 18, 2025; and

**WHEREAS,** the parties entered into a Third Amendment on March 24, 2025 to revise the Scope of Services to include gas sleeves for the additional sum of $11,433.00, 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. Amendment to Project Agreement. The Project Agreement is amended to add words shown in underscore and to delete words shown in ~~strikethrough~~:.

A. Section 7.1 of the Project Agreement is hereby amended as follows:

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 ~~**600**~~ **1260 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.

B. Exhibit "2" Project Schedule is hereby replaced with Exhibit "2," a copy of which is attached to this Fourth Amendment and incorporated by reference.

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

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

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

(Intentionally Left Blank)

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Fourth Amendment 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 Stantec Consulting Services Inc.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: _____
Mayor Michael J. Ryan

17 day of May, 2025

AUTHENTICATION:

_____
City Clerk
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

**CONSULTANT**

STANTEC CONSULTING SERVICES INC.

By: _____
Oscar Bello, P.E.
Client Service Manager

14 day of April, 2025

STANTEC CONSULTING SERVICES INC. Corporate Seal

AUTHENTICATE:

_____
Secretary

Chris Heisler
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Laura Rodriguez

_____

**EXHIBIT "2"**

**TO**

**PROJECT AGREEMENT PA-22-001-ST**

**EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II**

**PROJECT SCHEDULE**

| Task No. | Task Description | Task Completion Duration (days) | Task Completion Following Notice to Proceed (days) |
|---|---|---|---|
| 1 | Project Management | 0 | ~~550~~1260 |
| 2.1 | Survey Topographic Survey | 80 | 80 |
| 2.2 | Geotechnical Investigation | 60 | 80 |
| 3.1.1-3.1.2 | 30% Design Documents[3] | 35 | 115 |
| 3.1.3 | 30% Design Documents Internal Review | 276 | 391 |
| 2.1 | Subsurface Utility Exploration (SUE) | 25 | 416 |
| 3.2.1-3.2.2 | 90% Design Documents Submittal | 130 | 546 |
| 3.2.3 | 90% Design Documents Internal Review | 15 | 561 |
| 3.2.4 | 90% Design CDD Submittal[3] | 15 | 576 |
| 4 | Permitting[1] | ~~120~~ 569 | ~~696~~ 1145 |
| 3.3.1-3.3.2 | 100% Design Documents[3] | 25 | ~~721~~ 1170 |
| 5 | Bidding[2] | 90 | 1260 |

Notes:

1. ~~120 days have been assumed to obtain dry run approval from the City for Sunrise CDD Department~~
1. 90 days have been assumed for bidding services.
2. Denotes project milestone item per Section 2.8.3 of this Project Agreement