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Third 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 Third 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 expired 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

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 5.1 of the Project Agreement is hereby amended as follows:

5.1. The City shall compensate the Consultant for an amount not to exceed ~~$385,725.28~~ $397,168.28 based on services rendered pursuant to Sections 2.3 through 2.6 and EXHIBIT "1," Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

B. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task No.	Task / Description	Fee	Percent of Contract
1.0	Project Management	$26,559.00	7%
2.1	Topographic Survey	$56,350.00	15%
2.1	SUE	$17,160.00	4%
2.2	Geotechnical Investigation	$7,400.00	2%
3.1	30% Design	$44,781.76	~~12%~~ 11%
3.2	90% Design	$142,295.85	~~38%~~ 36%
3.3	100% Design	~~$43,626.33~~ $55,069.33	~~11%~~ 14%
4.0	Permitting	$24,290.18	6%
5.0	Bidding Support	$19,262.16	5%
	SUBTOTAL	~~$381,725.28~~ $393,168.28	100%
	TOTAL with Reimbursables	~~$385,725.28~~ $397,168.28	

C. Exhibit "1" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in the Addendum to Exhibit "A" which is attached hereto and incorporated in this Third Amendment.

3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Project Agreement or its amendments, the terms of this Third 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 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 when it is fully executed by both parties.

(Intentionally Left Blank)

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 City Manager, duly authorized to execute same and by Stantec Consulting Services Inc.

CITY

CITY OF SUNRISE, FLORIDA

SFD 3/11/25

By: _____
Mark Lubelski

24 day of March, 2025

3-7-25

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

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

03 day of March, 2025

AUTHENTICATE:

_____
Asst Secretary

JEFFREY P. STONE
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Laura Rodriguez

_____

Stantec Consulting Services Inc.
901 Ponce de Leon Boulevard Suite 900, Coral Gables FL 33134-3070

February 25, 2025
File: Project Agreement No. 22-001-ST

Attention: Fernando Pleitez, PE Project Manager
Utilities Department – Public Works Division
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Dear Mr. Pleitez,

Reference: East Sunrise Watermain Replacement – Phase II Amendment to Exhibit A

Additional Services

Stantec Consulting Services Inc (STANTEC) has been requested to provide additional services for the subject project by the City of Sunrise Utilities Department. Additional services include;

Update construction documents based on comments received from the City of Sunrise Gas Division to include a new 4-inch and 2-inch PVC sleeves throughout the project for a future gas service line (2-inch and 1-inch). This effort will include updating 8 plan sheets showing location and size of new PVC Gas sleeves, addition of general notes and details, updating conflict tables, updating opinion of probable cost of construction (OPCC) and specifications.

Additional Compensation

The total amount of this effort will be $11,443.00 as shown on the attached manhour estimate form.

Please advise if you have any questions or clarification regarding this request.

Regards,

Stantec Consulting Services Inc.

Dave Clarke, PE
Principle, Project Manager
Phone: (786) 437-6267
Fax: 305 445 3366
dave.clarke@stantec.com

Attachment: Attachment
c. C.C.