First 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 First 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 wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit 1.

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 ~~$378,905.28~~ $385,725.28 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 ~~Watermain Fee~~ Contract
1.0	Project Management	$26,559.00	7%
2.1	Topographic Survey	~~$52,500.00~~ $56,350	~~14%~~ 15%
2.1	SUE	~~$14,190.00~~ $17,160	4%
2.2	Geotechnical Investigation	$7,400.00	2%
3.1	30% Design	$44,781.76	12%
3.2	90% Design	$142,295.85	38%
3.3	100% Design	$43,626.33	~~11.5%~~ 11%
4.0	Permitting	$24,290.18	~~6.5%~~ 6%
5.0	Bidding Support	$19,262.16	5%
	SUBTOTAL	~~$374,905.28~~ $381,725.28	100%
	TOTAL with Reimbursables	~~$378,905.28~~ $385,725.28	

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

4. 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 and its amendments shall remain and continue in full force and effect.

5. All other terms of the Project Agreement shall remain and continue in full force and effect.

6. 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 First Amendment.

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

(Intentionally Left Blank)

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Tim Welch, PE
27th day of April, 2023

CONSULTANT
STANTEC CONSULTING SERVICES, INC.

By: _____
Terrance Glunt
Senior Principal
Date: 4/18/2023

AUTHENTICATE:

_____
Corporate Officer

JEFFREY P STONE, Asst Secretary
Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

_____

_____

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

April 13, 2023
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 Exhibit A to Amendment No. 1

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;

Along SW 68th Avenue, the Water Main Improvements will be extended further south from NW 25th Court to NW 25th Street. STANTEC, through its subconsultant CTA, will request additional survey to capture this area and will update the 90% Design Documents to reflect the new limits of the Water Main Improvement. Five additional soft digs will also be required to support the detail design for this improvement.

Additional Compensation

The total amount of this effort will be $6, 820.00 which includes a 10% markup for STANTEC management of the additional field investigation by CTA. Breakdown for additional services is as follows;

Additional Topographic Survey: $3, 850.00. Additional SUE (5 soft digs): $2, 970.00. Total: $6, 820.00

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

Regards,

Stantec Consulting Services Inc.

Dave Clarke, PE
Principle, Project Manager
Phone: 305 445 2900 x 2296
Fax: 305 445 3366
dave.clarke@stantec.com

Attachment: Email from City of Sunrise Requesting Project limits extended
CTA Proposal

c. C.C.

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