First Amendment To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BROWN AND CALDWELL (CORPORATION)

For

Project Agreement Number: PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

This First Amendment ("First Amendment") to the Project Agreement No. 24-011-BC between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project (Project Agreement), dated January 22, 2024, is between the City of Sunrise, a municipal corporation ("City") and Brown and Caldwell (Corporation) ("Consultant").

WHEREAS, on May 7, 2021, the City and Consultant entered into a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects Engineering; and

WHEREAS, Project Agreement No. 24-011-BC, dated January 22, 2024, was entered into between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project; and

WHEREAS, on May 5, 2025, Project Agreement No.: PA-24-011-BC was extended 180-days through December 2, 2025 via written notification by the City's City Manager; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement by one hundred and eighty (180) days.

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 First Amendment.

2. Under SECTION 7 TERM

   Amend Section 7.1 to add the language in underline and delete the language in ~~strikethrough~~, as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for 500 days~~ **until May 31, 2026**, 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 Project 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, 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 on the date executed by both parties and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First 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 Brown and Caldwell (Corporation), signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

___ day of _____, 2025.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

Brown and Caldwell (Corporation)

By:_____
Celia D. A. Earle, Ph.D., BCEEM
Client Service Manager

_____ day of _____, 2025.

AUTHENTICATE:

_____

_____
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____