CITY CLERK
CITY OF SUNRISE
2024 AUG -8 AM 11:45

Second Amendment To

Project Agreement No. 20-006-CE

Between

THE CITY OF SUNRISE

And

Carollo Engineers, Inc.

This Second Amendment (Second Amendment) to the Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for the Inverrary Bridge Forcemain Relocation Design and Construction Management Services project dated January 28, 2020, is between the City of Sunrise, a municipal corporation (City or CITY) and Carollo Engineers, Inc. (Consultant or CONSULTANT).

WHEREAS, on October 27, 2010, the City and Carollo Engineers, Inc. entered into a Continuing Services Agreement for Water and Wastewater Infrastructure Projects; and

WHEREAS, Project Agreement No. 20-006-CE (Project Agreement) for Design, Bidding, Permitting and Construction Management Services, for the Inverrary Bridge Forcemain Relocation Design and Construction Management Services Project was entered into between the City of Sunrise and Carollo Engineers, Inc. on January 28, 2020; and

WHEREAS, Project Agreement No. 20-006-CE (Project Agreement) for Design, Bidding, Permitting and Construction Management Services, for the Inverrary Bridge Forcemain Relocation Design and Construction Management Services Project was amended on February 1, 2023 extending the contract term through July 31, 2024; and

WHEREAS, the parties wish to amend the Project Agreement.

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 Second Amendment.

2. Amendment to Project Agreement. The Project Agreement is hereby amended as follows with additions in underscore and deletions in ~~strikethrough~~:

3. Under SECTION 3 DELIVERABLES

Replace Exhibit "5" with the attached, revised Exhibit "5" to add the language in underline and delete the language in strikethrough.

4. Under SECTION 4 TERM/ TIME OF PERFORMANCE/ DAMAGES

Section 4.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~**July 31, 2024**~~ **July 31, 2025**, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project 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 180 days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission."

a. Section 4.3 Contract Time. Replace Exhibit "3" with the attached, revised Exhibit "3" to add the language in underline and delete the language in strikethrough.

5. Section 15 of Project Agreement "Prohibited Telecommunications Equipment" is hereby added to the Project Agreement with the following language:

SECTION 15 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

15.1 Consultant represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

6. Section 16 of Project Agreement "Antitrust Violations" is hereby added to the Project Agreement with the following language:

SECTION 16. ANTITRUST VIOLATIONS

16.1 The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any

goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

7. Section 17 of Project Agreement "Scrutinized Company" is hereby added to the Project Agreement with the following language:

SECTION 17. SCRUTINIZED COMPANY

17.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

17.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

17.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

8. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement, the Second Amendment shall govern.

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

10. Captions. The captions of this Second 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 Amendment.

11. Effective Date. This Second Amendment shall be effective on the date executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Second 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 Carollo Engineers, Inc. by and through its Senior Vice President and Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

6 day of August, 2024.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

By: _____
Lyle Munce, P.E., Senior Vice President

25th day of July, 2024.

By: _____
Chris T. Reinbold, P.E., Vice President

25th day of July, 2024.

AUTHENTICATE:

_____
Secretary

Michael W. Barnes

_____
Please type name of Secretary

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "3"

TO

PROJECT AGREEMENT

INVERRARY BRIDGE FORCEMAIN RELOCATION DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

P R O J E C T S C H E D U L E

Task/Description	Task/Completion In Weeks Following Authorization
1.3 – Preliminary Design	94
1.4 – Final Design	
- 90% Design Submittal	106
- 100% Design Submittal	~~110~~162
1.5 – Final Estimate of Cost of Construction	~~110~~162
1.6 – Final Permit Application Documents	~~110~~162
2.0 – Bidding Services (Includes 6 week bidding period)	~~148~~200
3.0 – 6.0 Construction Contract Administration Services, Inspection Services, Special Services, & Service Schedule	~~170~~222

EXHIBIT "5"

TO

PROJECT AGREEMENT

INVERRARY BRIDGE FORCEMAIN RELOCATION DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

D E L I V E R A B L E S

Task/Description	Task/Completion In Weeks Following Authorization
Preliminary Design	94
Final Design	
- 90% Design Submittal	106
- 100% Design Submittal	~~110~~162
Final Estimate of Cost of Construction	~~110~~162
Final Permit Application Documents	~~110~~162
Bidding Services (Includes 6 week bidding period)	~~148~~200
Construction Progress Meeting Minutes	~~170~~222
Show Drawing Review Letters	~~170~~222
Service Schedules	~~170~~222
Inspection Reports Documenting Periodic inspections	~~170~~222
Approvals for Contractor's Requests for Payment	~~170~~222
Contract Interpretations	~~170~~222
Change Orders	~~170~~222
Submittal Review Correspondence	~~170~~222
Record Drawings	~~170~~222
Project Correspondence	~~170~~222

The CONSULTANT shall provide eight (8) hard copies (printed 11" x 17"), and two (2) PDF copies for all deliverables. Native files will be provided prior to completion of the project. One signed and sealed set of drawings (24" x 36") and specifications manual shall be provided for public record.