

FIRST AMENDMENT TO
PROJECT AGREEMENT
Between
THE CITY OF SUNRISE
and
STANTEC CONSULTING SERVICES, INC.
For
PROJECT AGREEMENT NO. PA-23-003-SC
LIFT STATIONS 128 AND 210 REHABILITATION

This First Amendment to Project Agreement No. 23-003-SC ("First Amendment") dated December 29, 2022, between the City of Sunrise, a municipal corporation ("City") and Stantec Consulting Services, Inc. ("Consultant").

WHEREAS, on May 7, 2021, the City of Sunrise and Stantec Consulting Services, Inc. entered into a Continuing Services Agreement for professional services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

WHEREAS, on December 29, 2022 the City of Sunrise and Stantec Consulting Services, Inc. entered into a Project Agreement No. 23-003-SC ("Project Agreement") for professional engineering services for the Lift Stations 128 and 210, as authorized under the Project Agreement; and

WHEREAS, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit 1 and to increase the cost and time.

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 Contract. The Project Agreement is hereby amended by adding the words in underscore and striking the words in ~~strike through~~.

5.1 The City shall compensate the Consultant for an amount not to exceed ~~\$231,275.00~~ \$265,284.00 exclusive of authorized Reimbursable Expenses (~~\$234,275.00~~ \$268,284.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Section 2.7 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.

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:

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES, INC.

Project Management.....	\$28,135.80	<u>\$34,343.00</u>	12.2%	<u>12.9%</u>
Pre-construction Support.....		\$4,709.60	2.0%	<u>1.8%</u>
Construction Meetings.....	\$17,104.20	<u>\$22,185.00</u>	7.4%	<u>8.4%</u>
Interpretations & Clarifications.....		\$11,634.80	5.0%	<u>4.4%</u>
Requests for Information.....	\$12,539.60	<u>\$19,660.60</u>	5.4%	<u>7.4%</u>
Shop Drawings & Submittals.....		\$13,920.00	6.0%	<u>5.2%</u>
Request for Proposals.....		\$7,847.40	3.4%	<u>3.0%</u>
Change Orders.....		\$6,507.60	2.8%	<u>2.5%</u>
Approval of Request for Payment.....		\$5,428.80	2.3%	<u>2.0%</u>
Project Administration & Closeout.....		\$13,531.40	5.9%	<u>5.1%</u>
Substantial & Final Completions.....		\$8,444.80	3.7%	<u>3.2%</u>
As-builts & Record Drawings.....		\$6,681.60	2.9%	<u>2.5%</u>
Resident Project Representative.....	\$89,627.40	<u>\$105,227.40</u>	38.8%	<u>39.7%</u>
Specialty Site Visits.....		\$5,162.00	2.2%	<u>1.9%</u>

3. Exhibit "1" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in the Addendum to Exhibit "1" which is attached hereto and incorporated in this First Amendment.
4. 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.
5. 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 Amendment.
6. Effective Date. This Amendment shall be effective when it is fully executed by both parties.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES, INC.

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 City Manager, and by Stantec Consulting Services, Inc., by and through its Client Service Manager duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA


By: 
For Mark Lubelski, City Manager

29 day of Oct, 2025.

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES, INC.

STANTEC CONSULTING SERVICES, INC.

By: _____



21 day of July, 2025.

AUTHENTICATE:

Jeff P. Stone

Asst

Secretary

JEFFREY P. STONE

Please type name of Secretary



WITNESSES:

Laura Palmer

[Signature]

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES, INC.

Addendum to Exhibit "1"

BACKGROUND

The City has requested Consultant provide Engineering Services during Construction of Lift Stations 210 and 128. These lift stations are scheduled to be rehabilitated as part of the City's ongoing sewer collection system rehabilitation and replacement efforts.

Per the project agreement consultant is to provide engineering services during the construction and testing of the lift stations, as well as field oversight during key phases associated with the construction activities. It includes but not limited to responding to Request for Information (RFI), review of as-built drawings, preparation of record drawings, field observation and acceptance of start-ups, closeout services, permit close-outs, and Florida Department of Environmental Protection (FDEP) certification within given contract time.

According to the contract documents, the contractor was allocated 120 days for pre-construction activities, which include providing submittals and shop drawings for approval, and obtaining all necessary permits. Once all permits have been obtained and the Notice to Proceed has been issued, the contractor is allotted 120 calendar days to achieve substantial completion of the construction of lift station 210.

In reality, the contractor required an additional 304 calendar days to secure all necessary permits, attributed to a variety of factors including manufacturer delay, coordination with various vendors and the Community Development Department (CDD) engineering and Utilities Operations team submittals review. Furthermore, the contractor successfully reached substantial completion after an additional 164 calendar days, of which 94 days were due to unforeseen conditions.

This amendment will cover additional Project Management and Engineering Services during Construction (ESDC) due to the extended pre-construction and construction timeline for lift station 210. This includes the 304 additional days to achieve the preconstruction requirements, and the additional 94 days to unforeseen circumstances to complete construction of LS 210.

• Construction Duration Extension – Total 94 days

- Weather Delays – 16 days
- Wet Well Repairs – 45 days
- Footers Reinforcement – 26 days
- Florida Power and Light Delay – 7 days

TASK 1.0 – PROJECT MANAGEMENT

Task 1.1 – Additional Project Management

Construction of lift station 210 has been extended by approximately 3 months due to unforeseen conditions, including wet well repairs, weather-related delays, and footer reinforcement. During this period the Consultant has continued coordination, organization and formatting of deliverables and other internal project management activities involving the City, Contractor, permit agencies, and various vendors. To capture additional efforts necessitated by coordination beyond the construction duration of lift station 210, the consultant is requesting additional time. This task covers all additional efforts up to final completion of lift station 210.

TASK 2.0 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

Task 2.2 – Additional Construction Meetings

To ensure the construction of lift station 210 was completed in a timely manner, the Consultant was required to hold additional construction meetings up to the final completion of lift station 210. Meetings were held bi-weekly during an active construction period to review the progress of the project and final close-out documents. The Consultant did prepare, distribute, and maintain detailed minutes of the meetings under this task.

Task 2.4 – Additional Requests for Information (RFI's)

Original project agreement included time for cover a review of specific number of RFI's combined for lift stations 128 and 210. Due to unforeseen field conditions of existing lift station 210 wet well the Consultant spent budgeted time answering RFI's pertaining to that lift station only. Additional engineering time is required to address future RFI's (approximately qty. 20 for the lift station 128.

Task 2.12 – Additional Resident Project Representative (RPR)

Additional time is required to cover a part-time resident project representative for field observation services during extended construction period. They are to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction. It is anticipated that the Consultant's RPR will be on-site part-time, each week, for an average of fourteen (14) hours per week from the Contractor's Notice to Proceed to Final Completion of lift station 210.