

**First Amendment To
Project Agreement
Between
THE CITY OF SUNRISE
And
STANTEC CONSULTING SERVICES, INC
For
PA 22-015-ST
NW 44TH STREET WATERMAIN REPLACEMENT
DESIGN, PERMITTING, & BIDDING SERVICES**

This First Amendment (First Amendment) to the Project Agreement between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services, Inc. (Consultant) for professional engineering services for the NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services dated September 27, 2022, is between the City and Consultant.

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

WHEREAS, Project Agreement No. 22-015-ST (Project Agreement) for the NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services was approved by Resolution No. 21-47-22-D; and

WHEREAS, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit 1-A.

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 ~~strike through~~.
 - 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 ~~\$339,150.86~~ \$377,990.86 exclusive of authorized Reimbursable Expenses (~~\$345,150.86~~ \$383,990.86 inclusive of Reimbursable Expenses, if authorized), 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 phases 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	Description	Amount	Percentage
1.0	Project Management & Meetings	\$28,504.20	8.40% <u>7.54%</u>
2.1	Topographic Survey & SUE	\$46,600.00 <u>\$85,440</u>	13.74% <u>22.60%</u>
2.2	Geotechnical Investigation	\$6,475.00	1.91% <u>1.71%</u>
3.1	30% Design Development	\$48,113.28	14.19% <u>12.73%</u>
3.2	90% Design Development	\$102,251.04	30.15% <u>27.06%</u>
3.3	100% Design Development	\$48,989.44	14.44% <u>12.96%</u>
4.0	Permitting	\$42,338.30	12.49% <u>11.20%</u>
5.0	Bidding Services	\$15,879.60	4.68% <u>4.20%</u>
SUBTOTAL without Reimbursables		\$339,150.86 <u>\$377,990.86</u>	100%
TOTAL with Reimbursables		\$345,150.86 <u>\$383,990.86</u>	

- Exhibit "1" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "1-A" which is attached hereto and incorporated in this First Amendment.
- 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 and its amendments shall remain and continue in full force and effect.
- 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.
- Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement 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.**, signing by and through its Principal duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

By: 
~~Mark S. Lubelski~~ Emilie Smith
City Manager

Acting

Date: _____

① 11-14-24

SPD
11/21/24

**CONSULTANT
STANTEC CONSULTING SERVICES, INC.**

By: 
Oscar Bello, PE
Principal

Date: 11/4/2024

Exhibit 1-A

SCOPE OF SERVICES

NW 44TH STREET WATERMAIN REPLACEMENT

DESIGN, PERMITTING, & BIDDING SERVICES

The Consultant was asked to provide a proposal for the additional Scope of Work under **Task 2.1, Topographic Survey & SUE**. Breakdown for additional services is as follows;

Part 1: Additional Survey

The City requested to increase the scope of work to include an additional section along Nob Hill Road to replace the existing 12-inch PVC Water Main via pipe bursting from NW 44th Street to NW 46th Court. The Consultant, through its sub-consultant, will request additional survey to capture this area and will update the 90% Design Documents to reflect the new limits of the Watermain Improvements.

Total Amount requested for Additional Survey..... \$5,490.00

Part 2: Additional Subsurface Utility Engineering (SUE)

Throughout the project area, 29 additional soft digs (including Maintenance of Traffic when required) to obtain verified vertical and horizontal location of existing utilities at is required on the current project (30-inch Water Main) as well as for the replacement of the existing 12-inch PVC Water Main along Nob Hill Road.

Total Amount requested for Additional SUE (29 soft digs).....\$ 33,350.00

CITY CLERK
CITY OF SUNRISE
2025 JUL 22 PM 12:28

Second Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES, INC.

For

PA 22-015-ST

**NW 44TH STREET WATERMAIN REPLACEMENT
DESIGN, PERMITTING, & BIDDING SERVICES**

This Second Amendment (Second Amendment) to the "Project Agreement between the City of Sunrise and Stantec Consulting Services, Inc. for Project Agreement No. PA-22-015-ST NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services dated September 27, 2022, is between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services, Inc. (Consultant).

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

WHEREAS, on September 27, 2022, Project Agreement No. 22-015-ST for the NW 44th Street Watermain Replacement Design, Permitting, & Bidding Services was approved by the City Commission; and

WHEREAS, on November 21, 2024, the City Manager approved the First Amendment to add additional design services to replace a section of 12-inch PVC watermain along Nob Hill Road between NW 44th Street and NW 46th Court; and

WHEREAS, on December 16, 2024, the City Manager authorized a one hundred and eighty (180) day extension through July 18, 2025, to complete the construction documents, permitting and bidding services; and

WHEREAS, the the parties wish to amend the Project Agreement to further extend the term of the project agreement.

Consultant Initials _____
City

City Initials OB
Consultant

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~~:

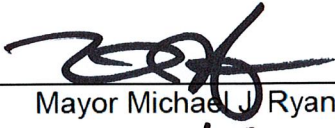
SECTION 7 TERM

- 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for 845 days through July 18, 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 Agreement shall be effective unless authorized by City code or City Commission action.
3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement, First Amendment, the Second Amendment shall govern.
4. All other terms of the Project Agreement shall remain and continue in full force and effect.
5. 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.
6. Effective Date. This Second Amendment shall be effective on the date executed by both parties.

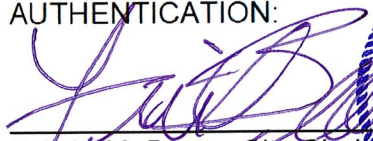
IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc. by and through its Principal duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan
21 day of July, 2025.

AUTHENTICATION:


Felicia M. Bravo, City Clerk



(SEAL)

Approved as to form the City:

By: 
Thomas P. Moss.
City Attorney

CONSULTANT

STANTEC CONSULTING SERVICES, INC.

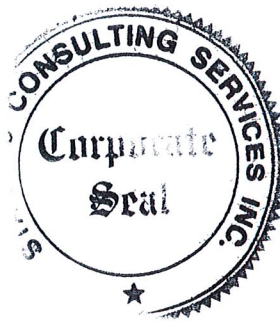
By: Oscar B. Bello
Oscar Bello, Principal

3 day of July, 2025.

AUTHENTICATE:

Ass't Secretary
Jeffrey P. Stone

JEFFREY P. STONE
Please type name of Secretary



(CORPORATE SEAL)

WITNESSES:

Laura C. Rodriguez