

**Second Amendment To
PROJECT AGREEMENT**

Between

THE CITY OF SUNRISE

And

BROWN AND CALDWELL (CORPORATION)

For

Project Agreement Number: PA-24-012-BC

**SAWGRASS WWTP TRAIN B RAS AND AERATION TANK INFLUENT
IMPROVEMENTS**

This Second Amendment to Project Agreement No.: PA-24-012-BC between the City of Sunrise, a Florida municipal corporation (hereinafter referred to as City) and Brown and Caldwell (Corporation) (herein referred to as 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; and

WHEREAS, on February 13, 2024, Project Agreement No. PA-24-012-BC was approved by Resolution No.: 21-44-24-B and entered between the City of Sunrise and Brown and Caldwell (Corporation) for professional engineering services for the Sawgrass WWTP Train B RAS and Aeration Tank Influent Improvements; and

WHEREAS, on May 29, 2025, the parties amended the Project Agreement to increase the fee for the Scope of Services in accordance with Section 5.2 of the Project Agreement.

WHEREAS, on March 26, 2026, Project Agreement No. PA-24-012-BC was extended for 180 days, through September 28, 2026, by written notification from the City's City Manager.

WHEREAS, the Project Agreement No. PA-24-012-BC expires on September 28, 2026, and the parties wish to extend the Project Agreement through September 28, 2027.

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:

City's Initials ____

Consultant's Initials ____

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 7.1 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~striethrough~~ as follows:

This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for 771 days~~ through September 28, 2027, 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 First Amendment conflict with those of the Project Agreement or any of 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.
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 when it is fully executed by both parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT 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 Brown and Caldwell, by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
_____ day of _____, 2026.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for City:

By: _____
Thomas P. Moss
City Attorney

City's Initials ____

Consultant's Initials ____

CONSULTANT

**BROWN AND CALDWELL
(CORPORATION)**

By: _____
Celia D.A. Earle, Ph.D., BCEEM

_____ day of _____, 2026.

AUTHENTICATE:

Corporate Officer

Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

City's Initials ____

Consultant's Initials ____