

**First 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 First 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 into 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, the parties wish to amend the Project Agreement to increase the fee of the Scope of Services in accordance with Section 5.2 of 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 First Amendment.
2. Section 5.1 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

5.1 The City shall compensate the Consultant for an amount not to exceed ~~\$293,949.49~~ **\$306,949.49** exclusive of authorized Reimbursable Expenses (~~\$298,494.49~~ **\$311,949.49** 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.

3. Section 5.2 of the Project Agreement is hereby amended to add the language in underline and to remove the language in ~~strike through~~ 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:

Kick-off Meeting and Summary.....	\$9,077.12	3%
Subcontractors Delivery Review/Field Investigation/Survey	\$58,242.72 \$71,242.72	20 23 %
Preliminary Design Documents	\$82,084.80	28 27 %
Preliminary Review Meeting and Summary	\$7,360.32	2%
90% Design Documents and Review Meeting	\$66,686.47	23 22 %
100% Design Documents.....	\$17,849.12	6%
Final Cost Estimate	\$10,462.24	3%
Final Construction Schedule.....	\$4,693.28	2%
Permit Set Submittal.....	\$10,586.20	4 3 %
Permit Set Traffic.....	\$6,410.18	2%
Bid Phase Services	\$20,497.04	7%

4. 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.
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 First Amendment.
6. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

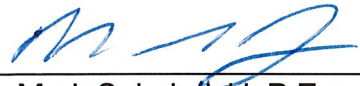
Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: Ally

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 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: 
Mark S. Lubelski, P.E.

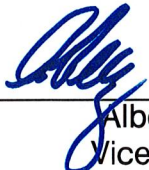
29 day of May, 2025.

Q
5/27/25

SFD
5/27/25

CONSULTANT

**BROWN AND CALDWELL
(CORPORATION)**

By: 
Albert Perez
Vice-President

7th day of May, 2025.

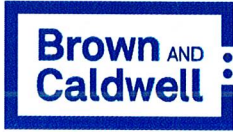
Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

1580 Sawgrass Corporate Parkway,
Suite 400
Sunrise, FL 33323

T: 954.200.7234

February 13, 2025



Sarah Ricci
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

195232

Subject: Amendment no.1 – Additional Test Holes
Train B RAS and INF Pipe Replacement

Dear Mrs. Ricci:

Brown and Caldwell is pleased to submit to the City of Sunrise Amendment No. 1 for the referenced project. Attached you will find the following:

- Proposal from Stonner and Associates to perform 10 additional test holes.

The work encompassing this Amendment derives from the need to replace the existing Influent and RAS pipelines, rather than just grouting them in place and designing a new pipeline system adjacent to them. Per the 30% design review meeting, it was decided to proceed as described herein to design to remove the existing pipelines, and to design to install new pipelines. Additionally, according to CDD Engineering, existing pipelines must be confirmed for elevation, material, and size, when designing for new pipeline alignment. BC also agrees with this approach as it aligns with engineering best practices to reduce potential change orders during construction and design modifications during permitting and construction.

We kindly request that the City of Sunrise review these documents and be able to provide us with the funds necessary to continue with this work.

If you have any questions regarding this recommendation, please contact me at 954.200.7234.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Diego Herrera', written over a blue horizontal line.

Brown and Caldwell
Diego Herrera, P.E., Project Manager
Sunrise Office

cc: Celia Earle, Ph.D., BCEEM, Brown and Caldwell

ATTACHMENT A

February 5, 2025

Mr. Diego M. Herrera, P.E.
Brown and Caldwell
1580 Sawgrass Corporate Parkway
Suite 400
Sunrise, FL 33323

**RE: Proposal for Professional Surveying Services
Return Activated Sludge (RAS) Replacement
Wastewater Treatment Plant at Utility Complex
City of Sunrise, FL**

Dear Mr. Herrera,

I am pleased to provide you with this proposal for surveying services at the above-referenced site. Based on the information that you provided, I have developed the scope of services shown below.

Site Limits:

Site limits are outlined in red and shaded in turquoise color in the sketch below, within the City of Sunrise Utility Complex, located at 777 Sawgrass Corporate Pkwy, Sunrise, FL 33325.



Survey Type:

Stoner & Associates, Inc. (S&A) will prepare a Utility Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mapper within the State of Florida.

SCOPE OF SERVICES:

Utility Survey:

- S&A will contract Keith to locate (designate) all the utilities within the project boundaries following ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”.
- Known non-conductive utilities and/or structures will be marked on the surface by Keith utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts.
- S&A will contract Keith to provide ten (10) Test Holes, at locations established by Brown and Caldwell.
- The Utility Survey (field location of designations and ten (10) test hole markers location) shall be provided by S&A and be added to deliverables.
- Provide elevations and horizontal coordinates of each test hole marker. S&A will forward a copy of the Test Hole Inventory Report prepared by Keith.

Project Fee(s):	Amount
Utility Survey Fee	\$5,500.00
Keith Utility designations and Test Holes (10)	\$7,500.00
Total :	\$13,000.00

Deliverables:

The survey drawings will be prepared utilizing AutoCAD, compatible with Civil 3D. S&A will email you a copy of the survey in AutoCAD and pdf format, along with text files with survey points. Certified hard copies of the drawings will be provided upon request and will be billed at the rates shown below for copies. Hard copies will be delivered by United States Postal Service Standard Mail. Other delivery methods will be invoiced at our cost for the service, plus 15% of the cost.

Black-Line Prints	Outside Printing
18" x 24" = \$2.50 Per Sheet	Cost + 15%
24" x 36" = \$5.00 Per Sheet	
30" x 42" = \$7.50 Per Sheet	Courier Services
	Cost + 15%

The above scope of services and associated fee(s) are based on the following:

- ALTA/NSPS Land Title Survey Specifications are not included unless specified otherwise in "SCOPE OF SERVICES."
- Matters of zoning, land use, height, density, access, setbacks, will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Environmental and soil conditions will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Subsurface utilities remotely located from the surface of the ground, by electronic means are limited in reliability and accuracy. Before the final design of improvements or beginning construction, key alignments, horizontal and vertical locations, pipe sizes and measurements, should be verified by direct excavation and or measurements to verify and ensure the integrity of the data presented in the survey drawings.
- As-built measurements collected in active facilities (storm, sanitary and other structures), are limited in accuracy and reliability. Before the final design of improvements or beginning construction, critical measurements should be verified with the facilities pumped down and cleaned of effluent and derbies to ensure the integrity of the data being presented in the survey drawings. Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Trees, shrubs, hedges and other vegetation will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Coordination with attorneys, title companies, outside consultants is not included and will be hourly at the rates shown below.
- Express delivery fees, copies of public records and printing fees are not included and will be billed at our cost.

Service, outside of the above scope of services, will be billed on an hourly basis per the rate schedule shown below:

Employee Classification	Hourly Rate
Principal	\$190.00
Senior Professional Land Surveyor	\$150.00
Project Manager	\$90.00
Survey/CAD Technician	\$85.00
Survey Crew	\$175.00
Administrative	\$80.00

Standard General Conditions:

- **Payment of Invoices** – Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from the date of invoice will constitute a breach of this agreement, and all remaining services may be terminated at the option of Stoner & Associates, Inc. (from now on referred to as S&A). Should it become necessary to collect any unpaid invoices through an attorney or legal proceedings, the client agrees to pay all costs of collections, including attorneys' fees.
- **Hours & Rates** - Rates are based on a forty (40) hour week, excluding holidays. Time more than forty (40) hours per week will be invoiced at one and one-half times the rates quoted herein (overtime time-and-a-half).
- **Termination** – The obligation to provide further services under this agreement may be terminated by either party upon seven (7) day' written notice in the event of substantial failure by the other party to perform by the terms hereof through no fault of the terminating party.
- **Client-Furnished Information** – S&A will consider all information supplied by the client as accurate and correct. Extra work or work was done over because of inaccurate or incorrect information supplied by the client will be paid for as additional services.
- **Ownership of Documents** – All documents prepared under this Agreement are instruments of service and are the property of S&A. The use of said documents on other projects or extensions of this project must be approved in writing by S&A.
- **Additional Services** – If authorized by the client, S&A will furnish additional services, which are not considered normal or customary basic services. The cost for additional services provided by S&A personnel will be billed on a time and materials basis. Additional services provided by others (i.e., soil testing, aerial photography, etc.) will be billed directly to the client by the provider.
- **Reimbursable Expenses** – The client will pay S&A for the actual expenses incurred in connection with the project for commercial travel and subsistence, shipping charges (i.e. Federal Express, mail, etc.), courier/delivery charges, printing, and reproduction costs.
- **Controlling Law** – This Agreement will be governed by the laws of the State of Florida and is deemed to have been entered into in Broward County, Florida.
- **Oral Agreements** – No oral agreement guaranty, promise, representation or warranty will be binding.
- **Limitation of Liability** – The client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against S&A by the client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.

Mr. Diego M. Herrera, P.E.
February 5, 2025
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Sincerely,

STONER & ASSOCIATES, INC.

WALTER DE LA ROCHA

Walter De La Rocha, P.S.M.
Sr. Professional Surveyor and Mapper

WDLR: las

Authorization to Proceed – The person signing below authorizes the work herein described to be performed and does so on behalf of the owner of the property in question and warrants that he/she has authority to sign this agreement on behalf of the owner and will accept all charges incurred on behalf of the owner.

Read and approved this _____ day of _____, 2025.

SIGNATURE:

TYPED NAME AND TITLE:

FIRM:



**Please complete the information requested below to
ensure that we have accurate information for this project.**

PROJECT CONTACT / BILLING INFORMATION

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Fax Number: _____

Project Manager's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Contact's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Address:
(if different than above) _____

Preferred Method of Receiving Invoices: Mail _____ E-Mail _____