

**Twelfth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
SONG & ASSOCIATES, INC.**

This Twelfth Amendment (“Twelfth Amendment”) to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “City”) and Song & Associates, Inc. (Consultant”).

WHEREAS, a Standard Project Agreement (“Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

WHEREAS, a First Amendment to Standard Project Agreement (“First Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

WHEREAS, a Second Amendment to Standard Project Agreement (“Second Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

WHEREAS, a Third Amendment to Standard Project Agreement (“Third Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

WHEREAS, a Fourth Amendment to Standard Project Agreement (“Fourth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

WHEREAS, a Fifth Amendment to Standard Project Agreement (“Fifth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

WHEREAS, a Sixth Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

WHEREAS, a Seventh Amendment to Standard Project Agreement (“Seventh Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

WHEREAS, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

WHEREAS, an Eighth Amendment to Standard Project Agreement (“Eighth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

WHEREAS, on February 3, 2023, the parties exercised the first one-year renewal which expires on March 27, 2024; and

WHEREAS, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

WHEREAS, a Ninth Amendment to Standard Project Agreement (“Ninth Amendment to Project Agreement”) for Architectural and Engineering Services sound and lighting system associated with the Amphitheater portion of the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2024; and

WHEREAS, a Tenth Amendment to Standard Project Agreement (“Tenth Amendment to Project Agreement”) for Architectural and Engineering Services related to modifications to the audiovisual system in the amphitheater in the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 13, 2024; and

WHEREAS, an Eleventh Amendment to Standard Project Agreement (“Tenth Amendment to Project Agreement”) for Architectural and Engineering Services related to Construction Administration services for the New City Hall, Parking garage and Amphitheater in the Municipal Campus Improvements Project was entered into between

the City of Sunrise and Song & Associates, Inc. on February 21st 2025, which expires on March 31, 2026; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement to March 31, 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:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 6.1.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:
 - 6.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until March 31, 2027 ~~March 31, 2026~~. No further extensions of this Agreement shall be effective unless authorized by City Commission action.
3. Conflicting Terms. In the event the terms of this Twelfth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Twelfth 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 Twelfth 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 Twelfth Amendment.
5. Effective Date. This Twelfth Amendment shall be effective when it is fully executed by both parties.
6. Conflicting Terms. In the event the terms of this Twelfth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Twelfth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.
7. Captions. The captions of this Twelfth 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 Twelfth Amendment.
8. Effective Date. This Twelfth Amendment shall be effective when it is fully executed by both parties.

TWELFTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Twelfth Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026.

AUTHENTICATION:

City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

SONG & ASSOCIATES, INC.

By: _____
Robert Castrovinci, AIA, NACRB

TITLE: President

____ day of _____, 2026.

AUTHENTICATE:

Signature

Print Name and Title

(CORPORATE SEAL)

WITNESSES:
