

**Second Amendment To  
PROJECT AGREEMENT  
Between  
THE CITY OF SUNRISE  
And  
BROWN AND CALDWELL (CORPORATION)  
For  
Project Agreement Number: PA-24-011-BC  
SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT**

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This Second Amendment (“Second Amendment”) to the Project Agreement No. 24-011-BC between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project, dated January 22, 2024, is between the City of Sunrise, a municipal corporation (“City”) and Brown and Caldwell (Corporation) (“Consultant”).

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

**WHEREAS**, Project Agreement No. 24-011-BC, dated January 22, 2024, was entered into between the City of Sunrise and Brown and Caldwell (Corporation) for Design, Bidding, Permitting for the Sawgrass WWTP Train A Clarifier Mechanism Replacement Project, as authorized under the “Project Agreement”; and

**WHEREAS**, on May 5, 2025, Project Agreement No. PA-24-011-BC was extended 180-days through December 2, 2025 via written notification by the City’s City Manager; and

**WHEREAS**, on October 28, 2025, the parties entered into a First Amendment to Project Agreement No. PA-24-011-BC to extend the term to May 31, 2026 to provide additional time for Bidding Services; and

**WHEREAS**, the parties wish to amend the Project Agreement No. PA-24-011-BC to extend the term to May 31, 2027 to provide additional time to complete the ongoing Bidding Services.

**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. Under SECTION 7 TERM

Amend Section 7.1 to add the language in underline and delete the language in ~~strike through~~, as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~until May 31, 2026,~~ until May 31, 2027, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. No further extensions of this Project 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 and the First Amendment, the terms of this Second Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.
4. 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 Second Amendment.
5. Effective Date. This Second Amendment shall be effective on the date executed by both parties and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY 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 by Brown and Caldwell (Corporation), signing 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:**

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form for the City:

By: \_\_\_\_\_  
Thomas P. Moss  
City Attorney

**CONSULTANT**

**Brown and Caldwell (Corporation)**

By: \_\_\_\_\_  
Celia D. A. Earle, Ph.D., BCEEM  
Client Service Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2026.

AUTHENTICATE:

\_\_\_\_\_

\_\_\_\_\_  
Title

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

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