

First Amendment To
Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This First Amendment to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and KCI TECHNOLOGIES, INC. ("CONSULTANT").

WHEREAS, a Standard Project Agreement ("Standard Agreement") for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, as authorized under Resolution No. 16-139-18-A; and

WHEREAS, the parties wish to amend the Standard Agreement to revise the Scope of Services set forth on Exhibit 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. Section 5.1 of the Standard Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: ~~\$216,075.00~~ \$215,605.00

3. Section 5.2 of the Standard Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

TASK	DESCRIPTION	FEE	%
1	Project Initiation	\$9,475.00	4.39%
2	Existing Conditions and Opportunities Analysis	\$41,230.00	19.08% 19.12%
3	Community Engagement Process	\$110,395.00 \$40,600	51.09% 18.83%
4	Conceptual Master Plan	\$48,875.00 \$120,300	22.62% 55.80%
5	Presentation of Final Conceptual Master Plan to City Commission	\$6,100.00 \$4,000	2.82% 1.86%
TOTAL		\$216,075.00 \$215,605.00	100.00%

FIRST AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

4. Exhibit "A" – Scope of Services in the Standard Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this First Amendment.
5. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Standard Agreement, the terms of this First Amendment shall govern. All other terms of the Standard Agreement shall remain and continue in full force and effect.
6. 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.
7. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.
8. Key Consultant Personnel

<u>NAME</u>	<u>FUNCTION</u>
<u>Bruce Reed, RLA</u>	<u>Regional Practice Leader</u>
<u>Heidi Siegel, AICP</u>	<u>Practice Leader</u>
<u>Mark Kline, PE</u>	<u>Project Engineer</u>


CITY OF SUNRISE, FLORIDA

By: 
Timothy A. Welch
Utilities Director

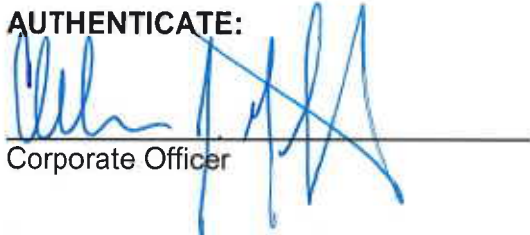
Date: 6/17/20

FIRST AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

**CONSULTANT
KCI TECHNOLOGIES, INC.**

By: 
Name Charles A. Phillips Jr.
Title Senior Vice President
Date: 4/20/20

AUTHENTICATE:


Corporate Officer

CHRISTOPHER J. GRIFFITH
Please type name of Corporate Officer



WITNESSES:

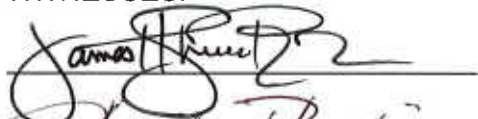
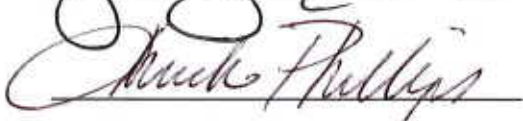



Exhibit A

SCOPE OF SERVICES

West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area

PROJECT GOALS

The fee of Project Agreement 18-011-KS is to be modified to allow for the creation of an Infrastructure Improvements Master Plan within the TOD area defined as the Sawgrass Mills Mall Area bounded by Flamingo Road on the east, Sunrise Boulevard on the south, and Panther Parkway on the north and west.

The Master Plan will focus on right-of-way improvements, stormwater improvements, and bicycle/pedestrian connectivity in conjunction with multi-agency public and private improvements.

Task 1: Project Initiation

The project initiation task shall consist of the following:

Project Kick-off and Coordination Meeting

The CONSULTANT will meet with the City's project management staff team to: discuss the project background, scope of work, and deliverables as well as identifying the key stakeholders within the project boundaries in an effort to prepare a Project Agreement for development of the Master Plan for the West Sunrise TOD Infrastructure Improvements project.

Data Assessment and Review

The CONSULTANT shall, in coordination with the CLIENT, prepare a list of data needs.

The CLIENT shall provide previous plans, studies, GIS files (study area boundary, zoning, parcel data, ROW's and parcel lines, etc.), socio-economic data, property, market, or other readily available data prepared by the CLIENT or public agencies; traffic count data, environmental site conditions, drainage, utilities, desired undergrounding of utilities, or other relevant data which defines constraints or opportunities for master planning (and which may affect cost); and a recent high-resolution color aerial photograph that includes at least .50 miles (1 km) outside of the study boundaries. NOTE: Google Earth photography is typically not acceptable as it often is not of good enough resolution and is accompanied by copyright restrictions.

The CONSULTANT is not responsible for generating original data through various studies (e.g. traffic studies) unless authorized as additional services.

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The CONSULTANT shall identify any gaps in documentation during the data review process and develop a recommended action for CLIENT consideration to address the missing data and to address any associated effect this will have on the remainder of the study and/or final work products.

Information Format and Delivery:

Base information must be accurate and verifiable. Inaccuracies may require future master plan modifications as additional services. All information should be delivered electronically.

Format

Reports - delivered as PDF or Microsoft Office documents, clearly labelled.

Aerial Photography - delivered as image files in TIFF or mrSID or as part of a GIS database associated with Survey information. GIS databases must be compatible with ArcView 9 and require no additional plug-ins. The database should be sorted into relevant layer data, shapefiles and images, and organized in an ArcMap document.

Miscellaneous Documents - such as historic maps, studies and adjacent development plans delivered as PDF documents that may be printed and extracted as individual pages for multi-page documents.

Delivery

Electronic Delivery - Base information may be delivered electronically via FTP or other document sharing service. A list with document titles and descriptions should be provided and clearly labelled. Consultant shall provide a secure folder on our in-house FTP server that may be used to deliver base information. If an external document sharing service is used, it must allow for access via generic web browsers (i.e. not only Internet Explorer) and must allow for bulk downloading of documents (not one file at a time).

Physical Delivery - Base information may be compiled electronically and delivered on a CD, DVD or flash drive. A list with document titles and descriptions should be provided in print or electronic form.

Charrette Schedule Stakeholder Meetings

The CONSULTANT shall develop a draft public engagement plan and Charrette stakeholder meetings schedule for the project.

Task 1 Deliverables:

- Data Needs List
- Draft Engagement Process and Charrette stakeholder meetings schedule to be discussed and confirmed with the City Staff

Consultant's Lump Sum Fee for Task 1 \$ 9,475.00

Task 2: Existing Conditions and Opportunities Analysis

The CONSULTANT shall collect and package data, photos, and other documentation of existing conditions consisting of an inventory of the existing urban form and design including building type and use, streetscape, pedestrian amenities, civic identity and wayfinding; existing infrastructure, transportation modal characteristics and facilities; and identification and pre-analysis of goals, problems, potential of the project. The TOD Area analysis will include:

- The results of the field reconnaissance of the project area and its immediate adjacencies.
- Challenges and opportunities based upon the field review.
- Review of previous plans and regulatory documents.
- Area base maps, including connectivity and transportation map provided by the CLIENT.
- Inventory and assessment of the existing storm water, water and sanitary sewer facilities, traffic, pedestrian, bicycle, transit and parking characteristics and facilities, lighting, signage, landscaping, land uses, open space and identification of overhead and underground utilities.

Task 2 Deliverables:

- Powerpoint Presentation of the TOD Area Existing Conditions & Opportunities Analysis.
- Digital file of the TOD Area Existing Conditions & Opportunities Analysis.

CONSULTANT'S Lump Sum Fee for Task 2 \$41,230.00

Task 3: Community Engagement Process: The Design Charrette & Follow-Up Meetings Stakeholder Meetings & Follow-Up Meeting

~~The CONSULTANT will facilitate a Community Engagement process to provide opportunities for the City staff, area residents and other stakeholders to better understand the issues and challenges facing this important regional retail hub in the suburban context of West Broward County, and to express their concerns and aspirations for the TOD area.~~

~~A 4-day Design Charrette will be the centerpiece of Community Engagement process and where the production of urban design ideas and a draft master plan will take place. The charrette will provide a public forum where meetings on various topics will happen over the span of a week to focus attention on the project and permit each sector of the community and its leadership to discuss the impact of the changes being contemplated to an area that is essentially the retail core of the City of Sunrise. Consensus building is facilitated in real time with short feedback loops and fast decision making. The charrette can accomplish the following goals:~~

- ~~▪ All those influential to the project develop a vested interest in the design and the shared experience of the Charrette builds broad support for its vision;~~
- ~~▪ The various design disciplines work in concert to produce a set of finished documents that address all aspects of design;~~
- ~~▪ Inputs of all the players are collectively organized and discussed at one meeting, thereby eliminating the need for prolonged, sequential discussions that can delay conventional~~

FIRST AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

- ~~planning projects and lose the momentum of constituents; and~~
- ~~▪ A better final product is created through the assimilation of many ideas in a dynamic, collaborative and cost-effective process.~~

The week will consist of the following public presentations:

- ~~▪ an opening day presentation of impressions from Day 1 of the Charrette and highlights from the Task 2 TOD Existing Conditions & Opportunities Analysis powerpoint;~~
- ~~▪ a mid-week progress session to show the design ideas that have come up in meetings and been illustrated graphically for discussion;~~
- ~~▪ a closing day presentation of the draft master plan.~~

~~Special Topic Meetings and Open Houses will take place throughout the week as the Consultant team proceeds with parallel design sessions. An entire day will be dedicated to discussions and studies that relate to the TOD area's largest private stakeholder, the Simon Property Group and their Sawgrass Mills outlet mall. The Team will be listening and receiving feedback from the community to test and illustrate the viability of ideas voiced throughout the week. The Charrette week will be followed by up to 2 subsequent meetings to permit 2 additional feedback loops to incorporate refinements.~~

The CLIENT shall:

- ~~▪ Be responsible for notifications and advertisement to the community in advance of the charrette.~~
- ~~▪ Make available a facility to the CONSULTANT in which to conduct the charrette.~~
- ~~▪ Coordinate location logistics, including identification and securing of the location, room set-up and break-down, refreshments and assuring CONSULTANT access to the location in advance and throughout the week of the Charrette.~~
- ~~▪ Assist Consultant with crafting a Charrette schedule to best suit City, area resident and stakeholder needs and to maximize participation by all constituents.~~

~~During the Charrette, the CONSULTANT shall prepare preliminary urban design ideas for review and discussion during subsequent Community Engagement meetings consisting of the following:~~

- ~~▪ Urban design alternatives~~
- ~~▪ Transportation Diagrams~~
- ~~▪ Street sections (4)~~
- ~~▪ Initial sketches of illustrations of architectural form, signage, gateway features, streetscapes, etc.~~
- ~~▪ Phasing Diagrams~~

• **Charrette Follow-Up Meeting 1**

~~CONSULTANT Team shall present an updated version of the preliminary urban design ideas from the Charrette as a Draft Master Plan Presentation to City staff that incorporates both staff and community feedback received following the Charrette, and in order to discuss additional~~

ideas and concerns.

• **Charrette Follow-Up Meeting 2**

~~A 2nd follow-up session would be scheduled to present the refined Draft Master Plan Presentation in a more public setting to the community. This meeting could be used to showcase a more finalized master plan vision prior to the formal submittal to the City Commission.~~

The CONSULTANT will facilitate a series of stakeholder meetings (three consecutive days) to meet with key agencies, property owners, and stakeholders to gather input on current/future public and private investments that impact infrastructure including, but not limited to, roadways, right-of-way improvements, stormwater drainage, transit routes, traffic control measures, and multi-modal connectivity. While all improvements will be in the right-of-way, information on private investment will be sought to create harmonization between public and private improvements.

Stakeholder Meetings Debriefing CONSULTANT shall hold one-teleconference with City staff to de-brief and discuss the outcomes of the stakeholder meetings prior to the drafting of the Infrastructure Improvements Master Plan.

Task 3 Deliverables:

- Summary of stakeholder meetings outcomes
- Meeting Sign-in Sheets
- ~~Summary of Community Forum Responses~~
- ~~Meeting Sign-in Sheets.~~
- ~~Draft Master Plan Presentation in powerpoint~~
- ~~Digital file of the Preliminary Conceptual Master Plan that shall include:~~
 - ~~Preliminary/conceptual master plan~~
 - ~~Preliminary design guidelines assessment / key recommendations~~
 - ~~Illustrations of "before and after" conditions~~
 - ~~Street sections (4)~~ ○ ~~Signage guidelines~~ ○ ~~Streetscapes~~
 - ~~Preliminary Thoroughfare Standards and Street Sections, specifying street design within public rights-of-way shown in the Regulating Plan~~
 - ~~Tools: Implementation & Phasing Strategies~~

CONSULTANT'S Lump Sum Fee for Task 3 \$110,395.00 \$40,600.00

Task 4: Conceptual Infrastructure Improvements Master Plan

~~Based upon the feedback received from the Community Engagement Process and other public input, a Draft Conceptual Master Plan document will be developed for presentation to the Client.~~

The Infrastructure Improvements Master Plan shall include the following components:

- A diagram depicting all existing, proposed, and opportunities for vehicular, pedestrian, and bicycle connectivity within the study area;

- Summary of all relevant public agency and private developer improvements in the study area;
- Typical sections recommending future intersection improvements (Sunrise Boulevard, NW 136 Street, Flamingo Road, Perimeter Road, and the nine mall spur roads);
- Preliminary written descriptions of stormwater and drainage improvements consistent with the City's most recent stormwater master plan;
- Analysis and recommendations for the addition of traffic control and traffic calming devices based on available county and state data. This does not include traffic modeling;
- Analysis of existing public transit and recommendations existing public transportation improvements within the study area to be incorporated into future city projects;
- Way finding signage recommendations;
- Streetscape improvement plan (plan-view) including potential drainage areas, hardscapes, row-of-way improvements, mobility improvements, landscape, and other associated infrastructure improvements (up to five: Sunrise Boulevard, NW 136 Street, Flamingo Road, Perimeter Road, and one spur road); and
- Color rendered drawings of proposed improvements based on above streetscapes; and
- Prioritization of infrastructure improvements and cost estimates of recommendations.

CONSULTANT shall present the Infrastructure Improvements Master Plan to City Staff based on feedback received during the stakeholder meetings. The Infrastructure Improvements Master Plan will include all components outlined in Task 4. The CONSULTANT will solicit City staff feedback for finalization of the Infrastructure Improvements Master Plan.

The CONSULTANT shall provide a 60% Draft, and 100% draft of the Infrastructure Improvements Master Plan for one final comprehensive comment phase, prior final submittal.

Task 4 Deliverables:

- Spiral Bound Copies of the Draft Conceptual Master Plan Document consisting of the following elements:
 - Up to three (3) master plan options with associated density and infrastructure cost comparisons.
 - Perspective Drawings, by hand (minimum of 5), rendered in color, showing typical thoroughfares, parks, greens, squares, and plazas, or other locations.
 - Massing studies of the project area.
 - Illustrative Detailed Plan, showing ideal build-out of a key portion of the project area.
 - Illustrative Building Types, which may include a review of existing products for appropriateness to the site's intended character.
 - Diagrams, that may include:
 - existing conditions
 - urban structure and development context
 - civic buildings and civic spaces
 - developable sites
 - open space network
 - vehicular network, pedestrian circulation and parking

- ~~▪ development phasing~~
- ~~▪ required and recommended retail frontage~~
- ~~▪ building height and function~~
- ~~○ Conceptual Regulating Plan, showing land use, building type and density.~~
- ~~○ Tools for Implementation—Preliminary Costing, Strategies, Schedule~~
- ~~▪ The Conceptual Master Plan document will be focused on pedestrian, bicycle, transit, road, and utility infrastructure in the TOD area, primarily addressing the following topics:~~
- ~~▪ Vehicular, pedestrian, and bicycle access from the major arterials on to nine entry roads into the mall.~~
- ~~▪ Vehicular, pedestrian, and bicycle access from the nine entry roads onto Perimeter Road.~~
- ~~▪ Vehicular, pedestrian, and bicycle circulation on Perimeter Road and into existing and future outparcel developments.~~
- ~~▪ Addition of traffic control and traffic calming devices.~~
- ~~▪ Public transportation into and around the mall including the potential development of an intermodal transportation hub.~~
- ~~▪ Streetscape improvements to the three major arterials, nine entry roads, and Perimeter Road including drainage, hardscapes, undergrounding of existing overhead utility lines, landscape, and irrigation.~~
- ~~▪ Improvements to way finding signage.~~

- 60% Draft Infrastructure Improvements Master Plan (pdf)
- 100% Draft Infrastructure Improvements Master Plan (pdf)
- Final Infrastructure Improvements Master Plan (pdf and five bound color copies)

CONSULTANT'S Lump Sum Fee for Task 4 ~~\$48,875.00~~ \$120,300.00

Task 5: Presentation of Final Conceptual Master Plan to City Commission

Following the submission of the draft Master Plan document to Client, the Consultant team shall incorporate a final round of comments and produce the Final Conceptual Mater Plan document for CONSULTANT shall prepare and present a power point presentation to the City Commission. The CLIENT is responsible for all noticing/advertising requirements.

Task 5 Deliverables:

- City Commission Meeting Presentation
- ~~▪ Presentation Materials: Color 24" X 36" Presentation Boards (up to 12)~~
- ~~▪ 1 CD of all data analysis and findings, GIS shapefiles, excel files, presentations and final master~~

CONSULTANT'S Lump Sum Fee for Task 5 ~~\$6,100.00~~ \$4,000.00

TOTAL LUMP SUM FEE ~~\$216,075.00~~ \$215,605.00

CITY CLERK
CITY OF SUNRISE
2022 MAY 25 AM 11:02

SECOND AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

Second Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Second Amendment to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and KCI Technologies, Inc. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY renewed the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY renewed the Project Agreement through June 17, 2022; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2024.


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 7.1 of the Project Agreement is hereby amended 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 ~~for a period of two (2) years from the date of execution hereof, until June 17, 2024,~~ unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. ~~The CITY's Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT.~~ No further

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City's Initial FP

Consultant's Initial 

SECOND AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Sections 15-19 of the Project Agreement are hereby added to read as follows:

SECTION 15. E-VERIFY - EMPLOYMENT ELIGIBILITY

15.1 CONSULTANT warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. CONSULTANT has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the CONSULTANT's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

15.2 CONSULTANT shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Project Agreement which requires a longer retention period.

15.3 CITY shall terminate this Project Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONSULTANT's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONSULTANT to terminate its contract with the subcontractor and CONSULTANT shall immediately terminate its contract with the subcontractor.

15.4 If CITY terminates this Project Agreement pursuant to the subsection 15.3 above, CONSULTANT shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this Project Agreement was terminated. In the event of such Project Agreement termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

SECTION 16. FOREIGN GIFTS AND CONTRACTS

16.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, CONSULTANT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. CONSULTANT represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to CITY before execution of this Project Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Project Agreement.

SECTION 17. DISCRIMINATORY VENDOR LIST

17.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide

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Consultant's Initial 

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any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Project Agreement, CONSULTANT certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 18. PUBLIC ENTITY CRIMES

18.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Project Agreement, CONSULTANT certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 19. SCRUTINIZED COMPANY

19.1 Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

19.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and CONSULTANT further certifies that it is not engaged in business operations in Cuba or Syria.

19.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

4. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement or 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.

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City's Initial FP

Consultant's Initial 

SECOND AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

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 Second Amendment.
6. Effective Date. This Second Amendment shall be effective when it has been fully executed by both parties.

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Consultant's Initial 

SECOND AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
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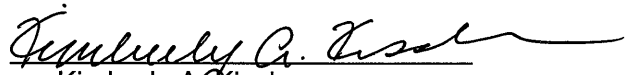
IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.


CITY

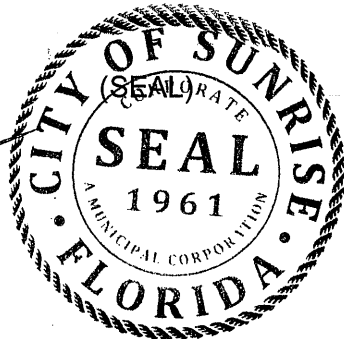
CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan
24 day of May, 2022

Approved as to form for the CITY:

By: 
Kimberly A. Kisslan
City Attorney

AUTHENTICATION:

Felicia M. Bravo, City Clerk



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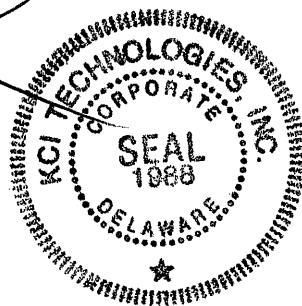
CONSULTANT
KCI TECHNOLOGIES, INC.

By: *Bruce Reed*
Name BRUCE REED
Title REGIONAL PRACTICE LEADER
Date: 05/12/22

AUTHENTICATE:

Christine Koski
Corporate Officer

Christine Koski, VP-CFO
Please type name of Corporate Officer



(CORPORATE SEAL)

WITNESSES:
Fai-Hyge Gullen
[Signature]

underscored text are additions
~~strikethrough~~ text are deletions

City's Initial FP

Consultant's Initial *[Signature]*

Third Amendment To
Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Third Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY renewed the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY renewed the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-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. Section 5.1 of the Standard Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: ~~\$245,605.00~~ \$236,795.00

3. Section 5.2 of the Standard Agreement is hereby amended as follows:

THIRD AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

TASK	DESCRIPTION	FEE	%
1	Project Initiation	\$9,475.00	4.00%
2	Existing Conditions and Opportunities Analysis	\$41,230.00	17.43% 17.41%
3	Community Engagement Process	\$40,600.00 \$61,790.00	18.83 26.09%
4	Conceptual Master Plan	\$120,300	50.84% 50.80%
5	Presentation of Final Conceptual Master Plan to City Commission	\$4,000	1.70%
TOTAL		\$215,605.00 \$236,795.00	100.00%

4. Exhibit "A" – Scope of Services in the Standard Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Third Amendment.
5. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Third Amendment shall govern. All other terms of the Standard Agreement and its amendments shall remain and continue in full force and effect.
6. Captions. The captions of this Third 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.
7. Effective Date. This Third Amendment shall be effective when it is fully executed by both parties.
8. Key Consultant Personnel

<u>NAME</u>	<u>FUNCTION</u>
<u>Bruce Reed, RLA</u>	<u>Regional Practice Leader</u>
<u>Mark Kline, PE</u>	<u>Project Engineer</u>

THIRD AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third 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 Kimley-Horn and Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD
8/15/22

By: [Signature]
Mark Lubelski
15 day of August, 2022

Jmw
6/20/22

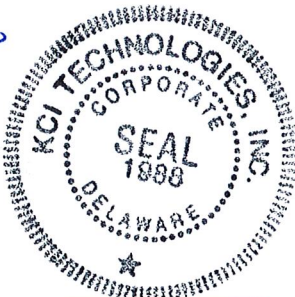
**CONSULTANT
KCI TECHNOLOGIES, INC.**

By: [Signature]
Name BRUCE REED
Title REGIONAL PRACTICE LEADER
Date: 06/13/22

AUTHENTICATE:

[Signature]
Corporate Officer

Christine Koski VP-CFO
Please type name of Corporate Officer



(CORPORATE SEAL)

WITNESSES:

[Signature]
[Signature]

Exhibit A

SCOPE OF SERVICES

West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area

Third Amendment's Purpose

Whereas the project has had several delays requiring additional CONSULTANT project management and staff coordination efforts beyond the CONSULTANT controls. The Stakeholder Meetings were scheduled for August of 2020. Efforts include additional team meetings with CITY staff, schedule updates, internal staff coordination and preparation updates. This Third Amendment is developed with the anticipated Stakeholder meetings to take place in August 2022.

The Third Amendment increases CONSULTANT's Lump Sum Fee for Task 3: Stakeholder Meetings & Follow-Up Meeting fee by \$21,190.00 and shows the corresponding increase in the TOTAL LUMP SUM Fee. No other changes have been made to the verbiage of Exhibit A or its deliverables.

Exhibit A SCOPE OF SERVICES is amended as follows:

* * *

CONSULTANT'S Lump Sum Fee for Task 3 ~~\$40,600.00~~ \$61,790.00

* * *

TOTAL LUMP SUM FEE ~~\$215,605.00~~ \$236,795.00

CITY CLERK
CITY OF SUNRISE
2024 JUN 12 AM 10:42

Fourth Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Fourth Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement on June 26, 2020, which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY provided the first one-year extension to the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY provided the second one-year extension to the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-A on May 24, 2022; and

WHEREAS, via the authority of the City Manager, the parties entered into a Third Amendment on August 15, 2022 to revise the Project Fees of the Project Agreement to account for delays beyond the control of the Consultant; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2025

and add/amend required statutory terms.

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 7.1 of the Standard Agreement is hereby amended 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 until June 17, ~~2024~~ 2025, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Section 19.2 and 19.3 of the Standard Agreement is hereby amended as follows:

19.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran ~~Terrorism Sectors~~ Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and CONSULTANT further certifies that it is not engaged in business operations in Cuba or Syria.

19.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; ~~or has been placed on~~ placed on the Scrutinized Companies with Activities in the Iran ~~Petroleum Energy Sector~~ List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

4. Sections 20 and 21 are hereby added to the Project Agreement to read as follows:

SECTION 20. Prohibited Telecommunications Equipment

20.1 CONSULTANT represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24

City's Initial FP

Consultant's Initial 

through 52.204-26. CONSULTANT represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Project Agreement.

SECTION 21. ANTITRUST VIOLATIONS

21.1 The CONSULTANT has a continuous duty to disclose to the CITY if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Project Agreement, CONSULTANT certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Project Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Project Agreement, at the option of the CITY consistent with Section 287.137, Fla. Stat. as amended.

5. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Fourth Amendment shall govern. All other terms of the Standard Agreement and its amendments shall remain and continue in full force and effect.
6. Captions. The captions of this Fourth 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.
7. Effective Date. This Fourth Amendment shall be effective when it is fully executed by both parties.

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City's Initial FP

Consultant's Initial 

FOURTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth 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 KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.


CITY

CITY OF SUNRISE, FLORIDA

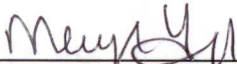
By: 
Mayor Michael J. Ryan

11 day of JUNE, 2024

Approved as to form for the CITY:


By: 
Thomas P. Moss
City Attorney

AUTHENTICATION:


Felicia M. Brave, City Clerk
Meryl Girard, Deputy



City's Initial FP

Consultant's Initial 

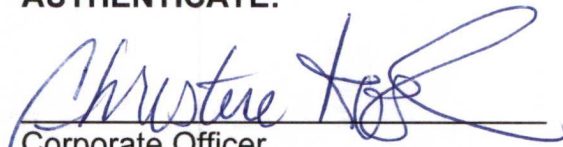
FOURTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

**CONSULTANT
KCI TECHNOLOGIES, INC.**

By: 
Name: Bruce Reed
Title: VP, Regional Practice Leader

Date: 05/23/24

AUTHENTICATE:

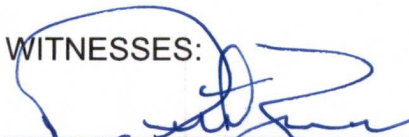

Corporate Officer

Christine Koski, SVP - CFO
Please type name of Corporate Officer




(CORPORATE SEAL)

WITNESSES:


Joi-Hye Hallen

City's Initial FP

Consultant's Initial 

CITY CLERK
CITY OF SUNRISE

2025 JUN 18 PM 3: 03

Fifth Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Fifth Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement on June 26, 2020, which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY provided the first one-year extension to the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY provided the second one-year extension to the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-A on May 24, 2022; and

WHEREAS, via the authority of the City Manager, the parties entered into a Third Amendment on August 15, 2022 to revise the Project Fees of the Project Agreement to account for delays beyond the control of the Consultant; and

WHEREAS, via the authority of the City Commission, the CITY renewed the

FIFTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

Project Agreement through June 17, 2025 via the Fourth Amendment which was approved by Resolution No. 16-139-24-A on June 11, 2024; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2026.

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 7.1 of the Standard Project Agreement is hereby amended 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 until June 17, ~~2025~~ 2026, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this Fifth Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Fifth Amendment shall govern. All other terms of the Standard Project Agreement and its amendments shall remain and continue in full force and effect.
4. Captions. The captions of this Fifth 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 Fifth Amendment.
5. Effective Date. This Fifth Amendment shall be effective when it is fully executed by both parties.

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City's Initial FP

Consultant's Initial PK

FIFTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth 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 KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA


By: _____


Mayor Michael J. Ryan


18 day of June, 2025

Approved as to form for the CITY:

By: _____


Thomas P. Moss
City Attorney

AUTHENTICATION:


Felicia M. Bravo, City Clerk

(SEAL)

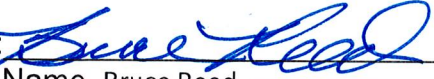


City's Initial FP

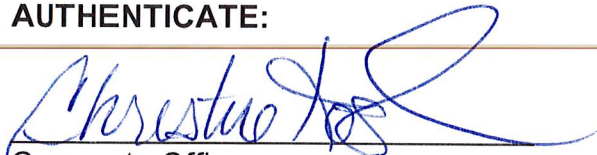
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FIFTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

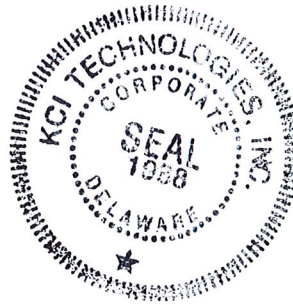
**CONSULTANT
KCI TECHNOLOGIES, INC.**

By: 
Name Bruce Reed
Title Vice President, Regional Practice Leader
Date: 06/09/25

AUTHENTICATE:

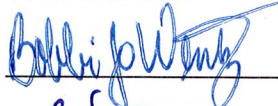
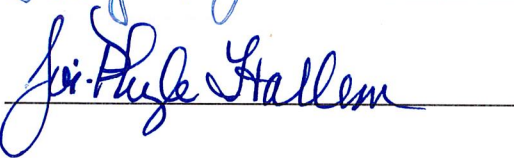

Corporate Officer

Christine Koski, SVP - CFO
Please type name of Corporate Officer



(CORPORATE SEAL)

WITNESSES:

City's Initial FP

Consultant's Initial BR