



## MEETING OF THE SUNRISE CITY COMMISSION

Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5\* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov) or via phone 954-746-3430.

### CITY COMMISSION MEETING AGENDA Tuesday, March 10, 2026 - 5:00 PM

- (1) Call To Order
- (2) Roll Call
- (3) Moment of Silence and Pledge of Allegiance
- (4) Consent Agenda

(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)

#### (A) Special Permit

C26047

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held March 21, 2026 through March 22, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

**(B) Special Permit**

C26048

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held April 8, 2026 through April 9, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

**(C) Services**

C26058

A Resolution of the City of Sunrise, Florida, approving the purchase of AMKUS® Rescue Systems parts, installation, service, repair, and maintenance from Matheny Motor Truck Company, Incorporated dba Matheny Fire & Emergency as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. John McNamara, Fire Chief.

**(D) Agreement**

C25243

A Resolution of the City of Sunrise, Florida, approving an “Agreement for Uniform Collection of Non-Ad Valorem Special Assessments” between the City of Sunrise and the Tax Collector for Broward County, Florida; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

**(E) Agreement**

C26063

A Resolution of the City of Sunrise, Florida, approving a “Project Agreement between the City of Sunrise and Traf Tech Engineering, Inc., for Project Agreement No. PA-26-012-TT Preparation of a Comprehensive Traffic/Transportation Evaluation of East Sunrise Area in the Sunset Strip Corridor;” and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(F) Agreement**

C26057

A Resolution of the City of Sunrise, Florida, approving a “Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for PA-26-013-SC Lift Station 308 and Lift Station 310 Force Main Installation Design, Permitting, & Bidding Services”; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(G) Amendment**

C26052

A Resolution of the City of Sunrise, Florida, approving a “Second Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements”; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(H) Amendment**

C26053

A Resolution of the City of Sunrise, Florida, approving a “First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-029-SC Lift Stations (308, 310, 405, and 408) Improvements”; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(5) Quasi Judicial Consent Agenda**

**(ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY A COMMISSIONER, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING FOR QUASI-JUDICIAL HEARING.)**

**(6) Special Items**

**(A) Proclamation**

Proclamation proclaiming March 10, 2026 as Hazelle P. Rogers Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

**(B) Presentation**

Presentation of the Teacher of the Month Award for March 2026 to Carolaym Gutierrez, Sandpiper Elementary School. Kevin Pickard, Director of Leisure Services.

**(C) Presentation**

Presentation of the Youth Athlete of the Month Award for March 2026 to Jenessi Fernandez and Lucas Quiroga from the Travel Soccer program. Kevin Pickard, Director of Leisure Services.

**(D) Presentation**

Presentation of the Outstanding Performance Award for March 2026 Rae Rajkumar, Administrative Assistant III. Rodrigo de Castro, Director of Utilities.

**(E) Presentation**

Recognition of service time and dedication for employees that are retiring from City service awarded to: Rodrigo Castro, Police Officer, Police Department; Richard Cytacki, Driver Operator, Fire Rescue Department; and Lutchmie Supan, Senior Utility Billing Specialist, Finance and Administrative Services Department.

**(F) Proclamation**

Proclamation proclaiming the Month of March 2026 as Florida Bicycle Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

**(G) Proclamation**

Proclamation proclaiming March 8th, 2026 as International Women's Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

**(H) Proclamation**

Proclamation proclaiming the Month of March 2026 as Women's History Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

**(7) City Items**

**(A) Appointment**

C26060

A Resolution of the City of Sunrise, Florida, appointing a member to the Sustainability Advisory Board and acknowledging the resignation of a member from the Board; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

**(8) Open Discussion**

**(9) Commission/Mayor Reports**

**(10) City Manager's Report**

**(11) Consent Discussion**

**(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)**

**(12) Public Hearings**

**(A) Amendment**

C26066

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), the Springtree Golf Fund (420), the Water and Wastewater Fund (401), and the Water and Wastewater System Reserve Fund (464); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

**(13) Quasi-Judicial Hearing**

**(14) City Clerk's Report**

**(15) City Attorney's Report**

**(16) Old Business**

**(A) City Commission Budget**

Commission discussion and/or action regarding Commission

Budget. Mayor Michael J. Ryan.

**(17) New Business**

**(A) Presentation**

Presentation by City Staff regarding Utility Regulatory Updates. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(B) Agreement**

C26028

A Resolution of the City of Sunrise, Florida, approving an "Agreement to perform a 2026 revenue sufficiency update" between the City of Sunrise and Raftelis Financial Consultants, Inc.; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(C) Services**

C26046

A Resolution of the City of Sunrise, Florida, to Award Bid No. 26-34-01-VH for Sludge Cake Hauling and Disposal to H & H Liquid Sludge Disposal, Inc.; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**Adjournment**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's**

**ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to [hr@sunrisefl.gov](mailto:hr@sunrisefl.gov) or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.**

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.



## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Special Permit

**Item Number:** 4A

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26047

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**Item Description:**

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held March 21, 2026 through March 22, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C26047

Applicant Letter

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**Background:**

Hockeyfest Game On Inc. is requesting approval for a special event to be held March 21, 2026 through March 22, 2026 at the Amerant Bank Arena, located at 1 Panther Parkway, Sunrise, Florida. This event, known as the Cat's Cup Street Hockey Festival event, is the second annual Cat's Cup - a two-day street hockey festival that expects to have approximately 500 to 750 people each day.

In accordance with Section 16-280(b) of the City Code, Commission approval is needed for any event that exceeds one (1) day. It is requested that the City Commission approve this multi-day special event.

Staff is requesting City Commission approval.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Aristeus Johns

Phone: 954-746-3238

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**Department Head Name and Title:**

Shannon Ley, P.E., Director of Community Development

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DURATION OF A SPECIAL EVENT TO BE HELD MARCH 21, 2026 THROUGH MARCH 22, 2026 AT THE AMERANT BANK ARENA LOCATED AT 1 PANTHER PARKWAY, SUNRISE, FLORIDA; DIRECTING STAFF TO REVIEW THE APPLICATION TO DETERMINE WHETHER IT MEETS CITY CODE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 16-280(b) of the City's Code limits the duration of special events to one (1) day unless approved by the City Commission; and

WHEREAS, the applicant, Hockeyfest Game On Inc., has applied for approval to hold a two-day outdoor street hockey festival on March 21, 2026 and March 22, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; and

WHEREAS, the City Commission must approve the duration of special events exceeding one (1) day in duration prior to staff reviewing and processing the application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Authorization and Approval. Pursuant to Section 16-280(b) of the City Code, the City Commission hereby authorizes the duration of the Cat's Cup Street Hockey Festival from March 21, 2026 through March 22, 2026 at the Amerant Bank Arena located at 1 Panther Pkwy, Sunrise, Florida. A copy of the application letter is attached to this Resolution as Exhibit A. City Staff is directed to continue its review of the special event application to determine if the event complies with City Code before approval or disapproval of the event.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

February 4, 2026

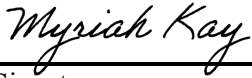
To Whom it May Concern,

Thank you in advance to the City of Sunrise Commission for your consideration to approve the request to host a multi-day event at Amerant Bank Arena that requires city permitting.

We are requesting approval to host the 2<sup>nd</sup> annual Cat's Cup, a two-day outdoor street hockey festival for the community in the parking lots of Amerant Bank Arena on Saturday March 21, 2026, and Sunday, March 22, 2026. In partnership with Florida Panthers Hockey Club, we will be hosting a youth and adult street hockey tournament featuring up to 40 teams per day that will compete for tournament Champion! With an expected attendance of 500-750 participants and spectators per day, the event will bring hundreds of families of all ages to the area for a fun-filled day of street hockey, live entertainment, food and activities.

We look forward to bringing South Florida's largest street hockey festival back to Sunrise for a second year and appreciate your time to consider this request.

Cordially,



\_\_\_\_\_  
Signature

**Myriah Kay**  
\_\_\_\_\_

Name

Hockeyfest Game On Inc. / Jones Entertainment Group



## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Special Permit

**Item Number:** 4B

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26048

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**Item Description:**

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held April 8, 2026 through April 9, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C26048

Applicant Letter

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**Background:**

ES3, Inc. is requesting approval for a special event to be held April 8, 2026 through April 9, 2026 at the Amerant Bank Arena, located at 1 Panther Parkway, Sunrise, Florida. This event, known as the Stellantis Dealer Training Event is a two-day event that expects to have approximately 300 people each day.

In accordance with Section 16-280(b) of the City Code, Commission approval is needed for any event that exceeds one (1) day. It is requested that the City Commission approve this multi-day special event.

Staff is requesting City Commission approval.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Aristeus Johns

Phone: 954-746-3238

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**Department Head Name and Title:**

Shannon Ley, P.E., Community Development Director

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**City Manager:**

Authorized for agenda placement

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SUNRISE, FLORIDA

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DURATION OF A SPECIAL EVENT TO BE HELD APRIL 8, 2026 THROUGH APRIL 9, 2026 AT THE AMERANT BANK ARENA LOCATED AT 1 PANTHER PARKWAY, SUNRISE, FLORIDA; DIRECTING STAFF TO REVIEW THE APPLICATION TO DETERMINE WHETHER IT MEETS CITY CODE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 16-280(b) of the City’s Code limits the duration of special events to one (1) day unless approved by the City Commission; and

WHEREAS, the applicant ES3, Inc. d/b/a JST Events has applied for approval to hold a Stellantis Dealership Training Program event on April 8, 2026 and April 9, 2026 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; and

WHEREAS, the City Commission must approve the duration of events exceeding one (1) day in duration prior to staff reviewing and processing the application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Authorization and Approval. Pursuant to Section 16-280(b) of the City Code, the City Commission hereby authorizes the duration of the Stellantis Dealership Training Program event from April 8, 2026 through April 9, 2026 at the Amerant Bank Arena located at 1 Panther Pkwy, Sunrise, Florida. A copy of the application letter is attached to this Resolution as Exhibit A. City staff is directed to continue its review of the special event application to determine if the special event complies with City Code before approval or disapproval of the event.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



**To:** City of Sunrise Commission  
**Title:**

**From:** Erin Creger  
**Title:** Account Director

**Address/Email:** 10770 W Oakland Park Blvd,  
Sunrise, FL 33351  
**Phone:** (954) 746-3250  
**Fax:**

**Address:** 16291 W. 14 Mile Rd.  
Beverly Hills, MI 48025  
**Phone:** 248-240-1135  
**Fax:**

Hello,

I am working with Stellantis to deliver their Dealership Training Program, an invite-only, experiential training event designed to educate and certify approximately 600 local dealership employees over the course of two days. We are currently under contract with Amerant Bank Arena to host this program within the designated parking lot areas below.

This program will serve dealership employees traveling from within a 250-mile radius of Miami and will generate meaningful economic impact for the City of Sunrise and surrounding communities through hotel stays, rental vehicles, fuel purchases, restaurant purchases, equipment rentals, and other local services.

We have thoroughly enjoyed working with Amerant Bank Arena on past, similar programs for FCA and Jeep, and we truly value our ongoing partnership. It is always our priority to operate in a way that is safe, organized, and respectful of the venue and the surrounding community.

I am happy to answer any questions or provide additional detail as needed.

#### **Event Overview**

The event is completely free with no costs to the attendee and no goods or merchandise being sold. It will take place daily from **7:45 AM to 3:00 PM on April 8–9, 2026**. Attendees will arrive onsite to register, complete waivers, and attend an opening orientation outlining the day's schedule and safety protocols. Participants will then be divided into smaller groups and guided by trained facilitators as they rotate through multiple training modules across the site.

We will utilize a total of **11 open-air tents**, including:

- (2) 30' x 30'
- (3) 20' x 20'
- (2) 40' x 40'
- (1) 40' x 80'
- (1) 40' x 100'
- (2) 40' x 60'

All tents will be secured with concrete ballast at each corner and supporting leg, equipped with fire extinguishers at each exit, and supported by onsite first-aid kits. All equipment and layouts will be permitted and approved through the City of Sunrise.

#### **Setup & Teardown**

Event setup will take place on **April 5–7 from 8:00 AM to 6:00 PM**, with teardown occurring immediately following the final event day on **April 9th**. In the event of inclement weather or high winds, operations will be paused immediately, and attendees will be directed to safely return to their vehicles and exit the grounds as needed.

#### **Power & Utilities**

Power will be supplied by:

- (2) Honda generators rated at 7,000W surge / 5,500W running
- (2) Honda EU2200i portable generators
- (1) 40kW generator
- Heaters as required

Portable restrooms will be provided through United Site Services.

16291 W. 14 Mile Rd. Beverly Hills, MI 48025

We have already submitted our Special Event Permit highlighting the indoor and outdoor tent specifications, fire certifications, and a detailed site layout showing the proposed parking lot usage. If helpful, a short video showcasing a typical setup and training environment can be found on our website at [www.jstevents.com](http://www.jstevents.com) (located toward the bottom of the page).

We sincerely appreciate your time, consideration, and support, and we respectfully request approval to host this program at Amerant Bank Arena once again. Please do not hesitate to reach out at any time should you have questions or require additional information.

Warm regards,

*Erin Creger*

Erin Creger  
C: 248-240-1135  
E: [ecreger@jstevents.com](mailto:ecreger@jstevents.com)  
ES3, Inc./ JST Events



Sincerely,

*Suzanna Mecalf*



*In your corner, on your team*

Event Operations Coordinator

ES3, Inc. / JST Events

(248) 307-6221

[smetcalf@jstevents.com](mailto:smetcalf@jstevents.com)





## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 4C

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26058

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the purchase of AMKUS® Rescue Systems parts, installation, service, repair, and maintenance from Matheny Motor Truck Company, Incorporated dba Matheny Fire & Emergency as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. John McNamara, Fire Chief.

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**Funding:**

001.23.24.522.506401 - Machines and Equipment

**Amount:**

Estimated Annual Expenditure - \$46,320.79

Not to exceed budgeted funds for FY 2025/2026

Subsequent years' expenditures subject to budget approval.

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## **ATTACHMENTS:**

ATY Resolution - C26058

Sole Source Form

Quotation

Sunbiz - Matheny Motor Truck Company, Incorporated

Sunbiz - Fictitious - Matheny Fire & Emergency

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## **Background:**

AMKUS Rescue Systems (AMKUS) is the manufacturer of proprietary e-hydraulic and battery powered rescue tools and accessories. This innovative technology allows first responders to untether traditional practices and now work in emergent incidents, free from any hydraulic hoses and combustion engines. The system provides 200,000 lbs. of force to displace/cut metal materials to extricate victims involved in vehicle collisions and heavy machinery incidents. AMKUS tools are safer to handle, environmentally friendly, and perform on demand to serve our community interests during emergency incidents.

Matheny Motor Truck Company, Incorporated dba Matheny Fire & Emergency is currently the exclusive dealer and sole source for the sales and service of AMKUS Rescue Systems, and is responsible for installation, service, repair, maintenance and upgrading of products using only genuine AMKUS parts.

The Fire Rescue Department currently has a vehicle extrication kit on each Fire Engine; however, four are an older gas-powered Hurst model and only one is a newer AMKUS electric hydraulic rescue tool system. As part of the FY 2026 Budget process, funding was provided to replace one of the older models with a new AMKUS electric hydraulic vehicle extrication kit. To maintain operational consistency, standardization of equipment, and continuity in training and maintenance procedures, the Fire Rescue Department is requesting authorization to purchase this equipment one AMKUS electric hydraulic vehicle extrication kit to replace one of the older gas-powered models from the authorized sole source provider. We are also specifying the AMKUS electric hydraulic vehicle extrication kit in all new Fire Engine purchases to ensure operational consistency among equipment.

Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise, it is requested that the City Commission waive the City's formal bidding requirement for the purchase of AMKUS service, repair, maintenance, and upgrading of products on an as needed basis from Matheny Motor Truck Company, Incorporated dba Matheny Fire & Emergency as the authorized sole source provider for the reasons set forth in the Resolution and this Agenda Item Request for budgeted purchases in the current fiscal year and for future purchases for three (3) years from the effective date of this Resolution that do not exceed budgeted funds.

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## **Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Wendy Lorenzo, CPPB

Phone: (954) 572-2485

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**Department Head Name and Title:**

John McNamara, Fire Chief

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF AMKUS® RESCUE SYSTEMS PARTS, INSTALLATION, SERVICE, REPAIR, AND MAINTENANCE FROM MATHENY MOTOR TRUCK COMPANY, INCORPORATED D/B/A MATHENY FIRE & EMERGENCY AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise Fire Rescue Department is seeking to purchase AMKUS® Rescue Systems parts, accessories, installation, service, repair, and maintenance to enhance the ability of first responders to save lives in emergency situations utilizing advanced technology; and

WHEREAS, Matheny Motor Truck Company, Incorporated d/b/a Matheny Fire & Emergency is the exclusive dealer and authorized sole source provider for AMKUS Rescue Systems.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The purchase of AMKUS® Rescue Systems parts, accessories, installation, service, repair, and maintenance as required from Matheny Motor Truck Company, Incorporated d/b/a Matheny Fire & Emergency as the sole source provider, is hereby approved.

Section 3. Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise, Florida, the City's formal bidding procedures are waived as to Matheny Motor Truck Company, Incorporated d/b/a Matheny Fire & Emergency for (a) budgeted purchases in the current fiscal year and (b) future purchases within three (3) years from the effective date of this Resolution of replacement parts, annual maintenance and services that do not exceed budgeted funds.

Section 4. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



SOLE SOURCE JUSTIFICATION FORM

Date: 1/23/2026 Department: FIRE Requisition No.:

Department Contact: Division Chief Jason Massa

Proposed Sole Source Vendor: Matheny Fire and Emergency

Estimated yearly usage amount: \$ 50,000

1. Description of Services/Products :

AMKUS Rescue tools are proprietary extrication tools utilized in extrication of victims entrapped in motor vehicle collisions and heavy machinery accidents. This platform allows our professional firefighter operators the ability to remove victims from significant failure of heavy reinforced metals in unforeseen accidents.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

Amkus Rescue Systems is the only manufacturer that provides equipment with the unique dual-stage pump technology, specific weight-to-power ratio, or particular battery technology that meets the essential performance specifications for our department. These features are critical for accessing tight spaces, managing complex vehicle extrications, or performing underwater rescues. Sunrise Training Division, which included reviewing technical specifications from multiple manufacturers, confirmed that no other vendor offers a product with the same combination of features and performance capabilities to meet our specific mission requirements.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

John McNamara, Fire Chief

[Handwritten Signature]

Department Director's Name

Department Director's Signature

FOR PURCHASING USE ONLY

Approved: [ ]

Disapproved: [ ]

By: Procurement Manager

Sole Source Number: SS

Date:

Valid Period: (3) three years from date of approval

Valid Amount per year: [ ] ≤ \$25,000 [ ] ≥ \$25,000

If ≥ \$25,000 Resolution No.



4201 Montdale Park Dr.  
Valparaiso, IN 46383  
219-548-5000  
1-800-592-6587

January 15, 2026

To Sunrise Fire and Rescue:

Attn: Chief Jason Massa

Please be advised that AMKUS Rescue Systems operates through a dealer network to provide our customers with the best and most efficient service. Each dealer is assigned a specific territory. That dealer is responsible for the customers in the given territory for all AMKUS sales and services.

The dealer is responsible for maintaining an inventory of spare parts to provide quick service to the customers in their territory. The dealer is responsible for installation, service, repair, maintenance and upgrading of the products in their territory using only genuine AMKUS parts.

Please be advised that **Matheny Fire & Emergency** is presently our exclusive dealer, sole source for the sales and service of AMKUS Rescue Systems for **Sunrise Fire & Rescue, Florida**. Please set them up as your authorized sales and service location. If I may be of further assistance, please do not hesitate to call 1-800-592-6587.

Best Regards,

A handwritten signature in black ink, appearing to read 'Eric Montelongo', written over a horizontal line.

Eric Montelongo  
Inside Sales Coordinator  
**AMKUS Rescue Systems**







[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
 MATHENY MOTOR TRUCK COMPANY, INCORPORATED

### Filing Information

**Document Number** F15000000855  
**FEI/EIN Number** 55-0320770  
**Date Filed** 02/27/2015  
**State** WV  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 05/01/2024

### Principal Address

315 THIRD AND ANN STREETS  
 PARKERSBURG, WV 26101

### Mailing Address

P.O. BOX 1304  
 PARKERSBURG, WV 26101

### Registered Agent Name & Address

FEENANE, MICHAEL  
 6628 SW 65TH STREET  
 MIAMI, FL 33143

Name Changed: 05/01/2024

### Officer/Director Detail

#### **Name & Address**

Title P

MATHENY, TIM  
 4401 3RD AVENUE  
 VIENNA, WV 26105

Title T

MATHENY, MONICA

4401 3RD AVE  
VIENNA, WV 26105

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	05/01/2024
2025	01/21/2025
2026	01/06/2026

**Document Images**

<a href="#">01/06/2026 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/2025 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/13/2024 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/10/2024 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2024 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">03/01/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/12/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/29/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/27/2015 -- Foreign Profit</a>	View image in PDF format



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Fictitious Name Search

No Filing History

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## Fictitious Name Detail

### Fictitious Name

MATHENY FIRE & EMERGENCY

### Filing Information

**Registration Number** G24000059899  
**Status** ACTIVE  
**Filed Date** 05/07/2024  
**Expiration Date** 12/31/2029  
**Current Owners** 1  
**County** MULTIPLE  
**Total Pages** 1  
**Events Filed** NONE  
**FEI/EIN Number** NONE

### Mailing Address

PO BOX 1304  
 PARKERSBURG, WV 26102

### Owner Information

MATHENY MOTOR TRUCK COMPANY, INCORPORATED  
 PO BOX 1304  
 PARKERSBURG, WV 26102  
**FEI/EIN Number:** 55-0320770  
**Document Number:** F15000000855

### Document Images

[05/07/2024 -- Fictitious Name Filing](#)

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## AGENDA ITEM REQUEST

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**Originating Department:** Finance and Administrative Services

**Item Title:** Agreement

**Item Number:** 4D

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C25243

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving an “Agreement for Uniform Collection of Non-Ad Valorem Special Assessments” between the City of Sunrise and the Tax Collector for Broward County, Florida; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

---

**Funding:**

Actual costs, not to exceed 2% of collections of the non-ad valorem assessment. The amount will be deducted from the assessment revenue sent to the City from the Tax Collector.

**Amount:**

Actual costs, not to exceed 2% of collections of the non-ad valorem assessments

---

**ATTACHMENTS:**

**Background:**

On November 12, 2025 City Commission approved Resolution 25-177 electing to use the uniform method of collecting non-ad valorem special assessments levied within the incorporated area of the City of Sunrise, Florida, for a new special assessment in the City's Sawgrass Business and Entertainment District, related to the provision of transportation services. If approved, this new non-ad valorem special assessment would begin in Fiscal Year 2027 (tax year 2026) and it will only be applicable to non-residential parcels. The levy of the special assessment is needed to fund the cost of providing transportation service, facilities, and programs within the incorporated areas of the City, specifically including the Western Sunrise Area as set forth in Section 16-82 of the City of Sunrise Land Development Code.

The City's other non-ad valorem assessments (Fire Assessment and Mall Parking Garage) are already being collected in this manner on the Property Tax Bills, so this method of collection would be consistent with our current practice. To ensure that the City's new transportation non-ad valorem assessment is included on the November 2026 tax bills, we are required to execute an agreement with the Tax Collector's Office for the collection and distribution of these non-ad valorem taxes (special assessments).

The City will be charged actual costs for this service, not to exceed 2% of collections of the non-ad valorem assessments. These costs will be deducted from the revenues received for the non-ad valorem assessments.

The term of the Agreement shall commence upon execution, effective for 2026, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one year each. Utilizing the uniform method of collection as provided in Chapter 197.3632, Florida Statutes allows for the same legal enforcement tools as property taxes, including tax certificates and liens. This method of collection greatly improves collection rates for the assessments.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Kareyann Ashworth

Phone: 954-746-3220

---

**Department Head Name and Title:**

Susan Nabors, Finance and Administrative Services Director

---

**City Manager:**

Authorized for agenda placement

---

**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN “AGREEMENT FOR UNIFORM COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS” BETWEEN THE CITY OF SUNRISE AND THE TAX COLLECTOR FOR BROWARD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise's non-ad valorem assessments have historically been collected on the property tax bills. The Tax Collector for Broward County is now an elected constitutional officer who has assumed responsibility for various duties previously managed by Broward County, including collection and distribution of property taxes, including both ad valorem taxes and non-ad valorem special assessments; and

WHEREAS, because the Tax Collector is now responsible for the collection and distribution of non-ad valorem special assessments, municipalities and other taxing authorities wishing to include such assessments on the annual tax bills must enter into an agreement with the Tax Collector to perform these services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. An “Agreement for Uniform Collection of Non-Ad Valorem Special Assessments” (Agreement) between the City of Sunrise and the Tax Collector for Broward County, Florida, is hereby approved in substantially the form attached to the accompanying Agenda Item Request, subject to final approval by the City Attorney and the Deputy City Manager prior to execution. A copy of the executed Agreement shall be attached to and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. The Director of Finance and Administrative Services is hereby authorized to take all actions necessary to effectuate the Agreement.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

---

**AGREEMENT FOR UNIFORM COLLECTION OF  
NON-AD VALOREM SPECIAL ASSESSMENTS**

---

THIS AGREEMENT made and entered into on \_\_\_\_\_ by  
and between the City of Sunrise (“City”), whose address is 10770 West Oakland Park  
Boulevard, Sunrise, Florida 33351 and the Honorable Abbey Ajayi, the state-constitution  
Tax Collector in and for the Broward County political subdivision, whose address is 115 S.  
Andrews Avenue, A100, Fort Lauderdale, Florida 33301 (“Tax Collector”).

**SECTION I**  
**Purpose**

1. The City is authorized to impose and to levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection of, non-ad valorem assessments for certain projects or improvements (“Assessments”), by Chapter 76-441, as amended, Laws of Florida, Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and rules adopted by the City, and other applicable provision of law.

2. The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall, pursuant to Section 197.3632, Florida Statutes, collect and enforce those certain non-ad valorem special assessments imposed and levied by City.

3. City acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem assessments, including the City’s “Assessments,” and that it is the sole responsibility and duty of the City to follow

all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.

**SECTION II**  
**Term**

The term of this Agreement shall commence upon execution, effective for 2025, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the City shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by January 10<sup>th</sup> of that calendar year, that the City intends to discontinue to use the uniform methodology for such Assessments using form DR-412 promulgated by the Florida Department of Revenue.

**SECTION III**  
**Duties and Responsibilities of City**

The City shall:

1. Reimburse the Tax Collector for the actual costs of collection of the non-ad valorem assessments, which reimbursement amount will not exceed two (2) percent of the amount of the Assessments collected and remitted pursuant to Section 197.3632(8)(c), Florida Statutes;
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by any subsequent inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.

4. Upon being billed timely, pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida statutes, and Rule 12D-18.004(2), Florida Administrative Code.

5. Timely certify the applicable non-ad valorem assessment roll to the Tax Collector in accordance with the requirements of Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

**SECTION IV**  
**Duties of the Tax Collector**

1. The Tax Collector shall take all actions legally required to collect the Assessments pursuant in accordance with Chapter 197, Florida Statutes.

2. The Tax Collector agrees to cooperate with the City in implementation of the uniform methodology for collecting Assessments pursuant to and as limited by Sections 197.3632 and 197.3635, Florida Statutes.

3. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request that the City file a corrected roll or a correction of the amount of any assessment. The City shall bear the cost of any such error or omission.

4. Tax Collector hereby agrees to accept Intent Resolution No. 25-177 attached hereto and incorporated as part of this agreement as Exhibit A, as required by Section 197.3632(3)(a), Florida Statutes.

**SECTION VI**  
**Miscellaneous**

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, except in writing and signed by the parties hereto.

2. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

3. This Agreement shall be governed by the laws of the State of Florida.

4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.

5. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

- |    |                      |  |
|----|----------------------|--|
| a. | As to Tax Collector: | Hon. Abbey Ajayi<br>Broward County Tax Collector<br>115 S. Andrews Avenue, A100<br>Fort Lauderdale, FL 33301 |
|    | With a copy to:      | Timothy R. Qualls, Esq.<br>Young Qualls, P.A.<br>Post Office Drawer 1833<br>Tallahassee, FL 32302-1833       |
| b. | As to City:          | Mayor Michael J. Ryan<br>City of Sunrise<br>10770 West Oakland Park Boulevard<br>Sunrise, FL 33351           |

With a copy to:

Felicia M. Bravo, City Clerk  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, FL 33351

Thomas P. Moss, Esq., City Attorney  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, FL 33351

6. To the extent of any legal action which may be filed in local, state or federal courts or before an administrative agency against either party regarding the imposition, levy, roll preparation and certification of the Assessments, each party agrees to be fully responsible for such claim, liability or damage arising from its own acts or omissions within the course and scope of this own authority or actions within the scope of this Agreement. Nothing herein shall serve or be interpreted as a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, as may be applicable to or limit liability on behalf of the other party. The parties further agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

7. Each Party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect to any litigation based herein, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either Party.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

BROWARD COUNTY TAX COLLECTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Abbey Ajayi, Tax Collector

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

CITY OF SUNRISE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael J. Ryan, Mayor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# EXHIBIT A

SUNRISE, FLORIDA

RESOLUTION NO. 25-177

CITY CLERK  
CITY OF SUNRISE  
2025 OCT 19 AM 10:48

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF SUNRISE, FLORIDA, FOR THE PROVISION OF TRANSPORTATION SERVICES; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise, Florida (City) is contemplating the imposition of special assessments for the provision of transportation services, facilities, and programs within the incorporated area of the City, specifically including the Western Sunrise Area as set forth in Section 16-82 of the City of Sunrise Land Development Code; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing transportation services, facilities, and programs within the incorporated area of the City as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2026, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and confirmed as the legislative intent of this Resolution.

Section 2. Commencing with the Fiscal Year beginning on October 1, 2026, and with the tax statement mailed in November 2026 and continuing until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended, to fund the cost of providing transportation services, facilities, and programs within the incorporated areas of the City, specifically including the Western Sunrise Area as set forth in Section 16-82 of the City of Sunrise Land Development Code. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessments is attached hereto as Exhibit B and incorporated by reference.

Section 2. The City hereby determines that the levy of the special assessments is needed to fund the cost of providing transportation services, facilities, and programs within the incorporated area of the City, specifically including the Western Sunrise Area as set forth in Section 16-82 of the City of Sunrise Land Development Code.

Section 3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Broward County Tax Collector, and the Broward County Property Appraiser by January 10, 2026.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 12TH DAY of NOVEMBER, 2025.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:



\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: KERCH  
SECOND: SCUOTTO

CLARKE: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency



\_\_\_\_\_  
Thomas P. Moss

SUN-SENTINEL

**Sold To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise, FL 33351-6899

**Bill To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise, FL 33351-6899

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**

**County Of Orange**

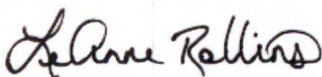
Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper's website, if authorized on Oct 16, 2025; Oct 23, 2025; Oct 30, 2025; Nov 06, 2025  
SSC Notice of Public Meeting  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

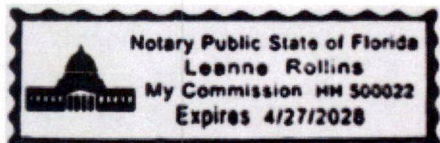


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: November 07, 2025.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail

**Affidavit Email Address:** LLawrence@sunrisefl.gov  
7883194

**NOTICE OF INTENT TO USE UNIFORM  
METHOD OF COLLECTING  
NON-AD VALOREM ASSESSMENTS**

The City of Sunrise, Florida (the "City") hereby provides notice, pursuant to section 197.3632, Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to fund the cost of providing transportation services, facilities, and programs within the incorporated area of the City, specifically including the Western Sunrise Area as set forth in Section 16-82 of the City of Sunrise Land Development Code, commencing with the Fiscal Year beginning on October 1, 2026 and continuing until discontinued by the City. The Sunrise City Commission will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 5:00 p.m. on November 12, 2025, in the City Hall Commission Chambers, 10770 West Oakland Park Blvd., Sunrise, Florida 33351. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy.

Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the City Clerk's Office, 10770 West Oakland Park Blvd., Sunrise, Florida 33351 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. All interested persons are invited to attend and be heard at the public hearing. In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City's ADA Coordinator at [hr@sunrisefl.gov](mailto:hr@sunrisefl.gov), or (954) 838-4522; Florida Relay: 711; Florida Relay (TTY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770 or at least forty-eight (48) hours in advance of the scheduled hearing.

By Order of: Felicia M. Bravo  
City Clerk  
City of Sunrise, Florida  
10/16/25 & 10/23/25 & 10/30/25 &  
11/6/25 7883194

## EXHIBIT B

### LEGAL DESCRIPTION

The following area shall constitute the corporate limits of the city viz, all that territory lying and situate in Broward County, Florida, as provided in the Laws of Florida:

Begin at the common section corner of Sections 34 and 35, Township 49 South, Range 41 East; and Sections 2 and 3, Township 50 South, Range 41 East;

THENCE Southerly along the West line of said Section 2, South  $02^{\circ} 08' 10''$  East, 92.53 feet to the centerline of the right-of-way of Central and Southern Florida Flood Control District canal #C-12;

THENCE Easterly along the centerline of said canal #C-12, North  $89^{\circ} 25' 38''$  East, 2641.91 feet to an intersection with the East line of the Northwest quarter of Section 2, Township 50 South, Range 41 East;

THENCE Northerly along the East line of the Northwest quarter of Section 2, Township 50 South, Range 41 East, North  $02^{\circ} 07' 11''$  West, 92.53 feet to the North line of said Section 2;

THENCE Northerly along the East line of the West one-half of Section 35, Township 49 South, Range 41 East, North  $01^{\circ} 23' 15''$  West, 5282.58 feet to the Northeast corner of the Northwest quarter of said Section 35;

THENCE Westerly along the North line of said Section 35, Township 49 South, Range 41 East, South  $89^{\circ} 28' 55''$  West, 1320.84 feet to the East line of the Southwest quarter of the Southwest quarter of Section 26, Township 49 South, Range 41 East;

THENCE Northerly along the East line of the West one-half of the Southwest quarter and the East line of the West one-half of the Northwest quarter of said Section 26, North  $01^{\circ} 29' 23''$  West, 5289.50 feet to the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 26, Township 49 South, Range 41 East;

THENCE Westerly along the North line of said Northwest quarter of the Northwest quarter of Section 26, South  $89^{\circ} 30' 16''$  West, 1321.19 feet to the common section corner of Sections 26 and 27, Township 49 South, Range 41 East;

THENCE continue Westerly along the North line of Section 27, Township 49 South, Range 41 East, South  $89^{\circ} 32' 51''$  West, 5278.81 feet to the common section corner of Sections 21, 22, 27 and 28, Township 49 South, Range 41 East;

THENCE Northerly along the East line of Section 21, Township 49 South, Range 41 East, North  $01^{\circ} 24' 14''$  West[,] 5271.77 feet to the North line of Section 21, Township 49 South, Range 41 East;

THENCE Westerly along the North line of said Section 21, Township 49 South, Range 41 East, South  $89^{\circ} 27' 00''$  West, 5281.56 feet to the common section corner of Sections 16, 17, 20 and 21, Township 49 South, Range 41 East;

THENCE Northerly along the East line of the Southeast one-quarter of Section 17, Township 49, South, Range 41 East, North 01° 28' 37" West, 2654.20 feet to the Northeast corner of said Southeast one-quarter of Section 17;

THENCE Northerly along the East line of the Northeast one-quarter of said Section 17, North 01° 28' 39" West, 2654.07 feet to the common section corner of Sections 8, 9, 16 and 17, Township 49 South, Range 41 East;

THENCE Westerly along the North line of Section 17, Township 49 South, Range 41 East, South 89° 36' 02" West, 5280.38 feet to the common section corner of Sections 7, 8, 17 and 18, Township 49 South, Range 41 East;

THENCE Westerly along the North line of the Northeast one-quarter of said Section 18, South 89° 06' 50" West, 2189.24 feet to the Northwest corner of said Northeast one-quarter;

THENCE Westerly along the North line of the Northwest quarter of said Section 18, South 89° 07' 00" West 2189.05 feet to the West line of Section 18, Township 49 South, Range 41 East;

THENCE Southerly along the West line of said Section 18, Township 49 South, Range 41 East, South 00° 04' 25" East, 1565.76 feet to the Northeast corner of Section 13, Township 49 South, Range 40 East;

THENCE Southwesterly along the South edge of the L-35A Levee, South 44° 50' 24" West, (said bearing as shown on the Right-of-Way maps for the Sawgrass/Deerfield Expressway recorded in Miscellaneous Plat Book 11, Page 37 of the Public Records of Broward County) through Sections 13, 24, 23, 26, 27, 34 and 33, Township 49 South, Range 40 East, and through Sections 4 and 5, Township 50 South, Range 40 East, 31,521.45 feet to a point on the North line of the North New River Canal;

THENCE Southeasterly along the North line of said North New River Canal, South 75° 22' 49" East, 1075.09 feet to a point on the West line of the East 100.00 feet of Section 5, Township 50 South, Range 40 East;

THENCE Southerly along said West line of the East 100.00 feet of Section 5, South 00° 03' 06" East, 3859.60 feet to the intersection with the Northerly extension of the West line of the East 100.00 feet of Section 8, Township 50 South, Range 40 East;

THENCE Southerly along said West line, South 00° 07' 42" East, 3292.70 feet to the Northwest corner of PARK OF COMMERCE ADDITION NO. 1 according to the plat thereof as recorded in Plat Book 134, Page 47 of the Public Records of Broward County, Florida;

THENCE North 71° 43' 04" East[,] along the North line of said PARK OF COMMERCE ADDITION NO. 1, a distance of 26.50 feet;

THENCE South 58° 50' 38" East, along said North line, 39.08 feet;

THENCE South 29° 29' 10" East, along said North line, 29.42 feet to the Northeast corner of said PARK OF COMMERCE ADDITION NO. 1;

THENCE South 00° 07' 42" East, along the East line of said PARK OF COMMERCE ADDITION NO. 1, a distance of 965.21 feet;

THENCE South  $08^{\circ} 33' 18''$  West, along said East line, 483.54 feet to a point on said West line of the East 100.00 feet of Section 8;

THENCE South  $00^{\circ} 07' 42''$  East, along said West line, 500.00 feet to the South line of said Section 8;

THENCE Easterly along said South line of Section 8, North  $89^{\circ} 43' 43''$  East, 100.00 feet to the common Section corner of Sections 8, 9, 16 and 17, Township 50 South, Range 40 East;

THENCE Northerly along the West line of said Section 9, North  $00^{\circ} 07' 42''$  West, 15.00 feet;

THENCE Easterly along a line parallel with and 15.00 feet North of the South line of said Section 9, North  $89^{\circ} 46' 02''$  East, 5277.90 feet to a point on the East line of said Section 9;

THENCE Northerly along said East line of Section 9, North  $00^{\circ} 21' 21''$  West, 4590.39 feet.

THENCE Westerly along the Easterly extension of the South line of Tract 2 in said Section 9, "Florida Fruit Lands Company's Subdivision No. 1" according to the plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, and along said South line of Tract 2, South  $89^{\circ} 51' 44''$  West, 1314.91 feet to the Southwest corner of said Tract 2;

THENCE Northerly along the West line of said Tract 2 and the West line of Tract 1 in said Section 9 of said "Florida Fruit Lands Company's Subdivision No. 1," and the Northerly extension thereof, North  $00^{\circ} 17' 56''$  West, 658.22 feet to a point on the North line of said Section 9;

THENCE Easterly along said North line, North  $89^{\circ} 52' 33''$  East, 1314.26 feet to the common section corner of Sections 3, 4, 9 and 10 of said Township 50 South, Range 40 East;

THENCE Northerly along the East line of said Section 4, North  $00^{\circ} 11' 50''$  East, 2448.07 feet to a point on the North line of the North New River Canal;

THENCE Southeasterly along said North line, South  $75^{\circ} 22' 59''$  East, 5473.31 feet to the East line of Section 3, Township 50 South, Range 40 East;

THENCE Northerly along said East line of Section 3, Township 50 South, Range 40 East, North  $00^{\circ} 04' 34''$  West, 4242.83 feet to the common section corner of Sections 2 and 3, Township 50 South, Range 40 East and Sections 34 and 35, Township 49 South, Range 40 East;

THENCE Easterly along the South line of the Southwest one-quarter of Section 35, Township 49 South, Range 40 East, North  $89^{\circ} 55' 43''$  East, 2639.02 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast one-quarter of said Section 35, being the north line of the Northeast one-quarter of Section 2, Township 50 South, Range 40 East, North  $89^{\circ} 56' 37''$  East, 205.95 feet;

THENCE through said Section 2, South  $00^{\circ} 04' 35''$  East, 53.00 feet to the Northwest corner of "THE COURTYARDS," according to the plat thereof, as recorded in Plat Book 109, Page 3 of the Public Records of Broward County;

THENCE along the West and South boundary of said plat, the following courses:

THENCE South  $00^{\circ} 04' 35''$  East, 785.69 feet to a point on the arc of a curve concave to the Southeast (radius point bears South  $15^{\circ} 04' 40''$  East from said point) having a radius of 917.47 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of  $07^{\circ} 46' 25''$ , a distance of 124.48 feet to the Point of Reverse Curvature (P.R.C.) of a curve concave to the Northwest, having a radius of 254.53 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of  $56^{\circ} 38' 05''$ , a distance of 251.59 feet;

THENCE tangent to said curve, North  $26^{\circ} 03' 40''$  East, 154.41 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 307.11 feet;

THENCE Northeasterly along the arc of said curve through a central angle of  $69^{\circ} 45' 00''$ , a distance of 373.87 feet;

THENCE tangent to said curve, South  $84^{\circ} 11' 20''$  East, 669.67 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 364.33 feet;

THENCE Southeasterly along the arc of said curve, through a central angle of  $58^{\circ} 50' 00''$ , a distance of 374.11 feet to the P.R.C. of a curve concave to the Northeast and having a radius of 346.06 feet;

THENCE Southeasterly along the arc of said curve, through a central angle of  $33^{\circ} 54' 23''$ , a distance of 204.79 feet to the P.R.C. of a curve concave to the Southwest and having a radius of 480.00 feet;

THENCE Southeasterly along the arc of said curve through a central angle of  $65^{\circ} 48' 34''$ , a distance of 551.32 feet to the P.R.C. of a curve concave to the East and having a radius of 522.00 feet;

THENCE Southerly along the arc of said curve through a central angle of  $24^{\circ} 10' 00''$ , a distance of 220.17 feet to the P.R.C. of a curve concave to the West and having a radius of 330.00 feet;

THENCE Southerly along the arc of said curve, through a central angle of  $37^{\circ} 00' 00''$ , a distance of 213.10 feet to the P.R.C. of a curve concave to the East and having a radius of 610.00 feet;

THENCE Southerly along the arc of said curve through a central angle of  $37^{\circ} 30' 00''$ , a distance of 399.24 feet to the P.R.C. of a curve concave to the West and having a radius of 317.00 feet;

THENCE Southerly along the arc of said curve through a central angle of  $41^{\circ} 30' 00''$ , a distance of 229.61 feet to the P.R.C. of a curve concave to the East and having a radius of 306.41 feet;

THENCE Southerly along the arc of said curve through a central angle of  $47^{\circ} 09' 22''$ , a distance of 252.18 feet to the P.R.C. of a curve concave to the Southwest and having a radius of 375.07 feet;

THENCE Southeasterly along the arc of said curve through a central angle of  $35^{\circ} 06' 54''$ , a distance of 229.87 feet to the P.R.C. of a curve concave to the Southeast and having a radius of 1257.34 feet;

THENCE Southwesterly along the arc of said curve through a central angle of  $11^{\circ} 32' 13''$ , a distance of 253.18 feet;

THENCE North  $89^{\circ} 48' 10''$  East, 358.99 feet to the Southeast corner of said "THE COURTYARDS";

THENCE continue North  $89^{\circ} 48' 10''$  East, 60.00 feet to a point on the East line of the Southeast one-quarter of said Section 2, Township 50 South, Range 40 East;

THENCE Northerly along said East line, North  $00^{\circ} 11' 03''$  West, 386.59 feet to the Southeast corner of the Northeast quarter of said Section 2;

THENCE Northerly along the East line of said Northeast one-quarter, North  $00^{\circ} 11' 50''$  West, 2634.85 feet to the common section corner of Sections 35 and 36, Township 49 South, Range 40 East and Sections 1 and 2, Township 50 South, Range 40 East;

THENCE Northerly along the East line of the Southeast one-quarter of said Section 35, Township 49 South, Range 40 East, North  $00^{\circ} 09' 18''$  West 2657.65 feet to the Northeast corner of said Southeast quarter;

THENCE Northerly along the East line of the Northeast one-quarter of said Section 35, North  $00^{\circ} 09' 22''$  West, 2657.68 feet to the common section corner of Sections 25, 26, 35 and 36, Township 49 South, Range 40 East;

THENCE continue Northerly along the East line of the Southeast one-quarter of said Section 26, Township 49 South, Range 40 East, North  $00^{\circ} 40' 40''$  West, 2720.81 feet to the Northeast corner of said Southeast one-quarter;

THENCE continue Northerly along the East line of the Northeast one-quarter of said Section 26, North  $00^{\circ} 39' 56''$  West, 2719.18 feet to the common section corner of Sections 23, 24, 25, and 26, Township 49 South, Range 40 East;

THENCE Easterly along the South line of the Southwest one-quarter of said Section 24, Township 49 South, Range 40 East, South  $88^{\circ} 55' 33''$  East, 2667.45 feet to the Southeast corner of said Southwest one-quarter; THENCE Easterly along the South line of the Southeast quarter of said Section 24, South  $88^{\circ} 54' 33''$  East, 2667.49 feet to an intersection with the West line of Section 30, Township 49 South, Range 41 East;

THENCE Southerly along the West line of said Section 30, Township 49 South, Range 41 East, South  $00^{\circ} 13' 42''$  East, 3781.27 feet to the Southwest corner of said Section 30, Township 49 South, Range 41 East;

THENCE Easterly along the South line of Section 30, Township 49 South, Range 41 East, North  $89^{\circ} 33' 57''$  East, 4752.03 feet to the common section corner of Sections 29 and 30, Township 49 South, Range 41 East;

THENCE Easterly along the South line of Section 29, North 89° 28' 02" East 5282.19 feet to the common section corner of Sections 28 and 29, Township 49 South, Range 41 East;

THENCE Easterly along the South line of the Southwest one-quarter of said Section 28, North 89° 28' 55" East, 2641.27 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast one-quarter of said Section 28, North 89° 28' 54" East, 2641.26 feet to the common section corner of Sections 27 and 28, Township 49 South, Range 41 East;

THENCE Easterly along the South line of the Southwest one-quarter of said Section 27, North 89° 29' 29" East, 2641.03 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast one-quarter of said Section 27, North 89° 29' 27" East, 2641.03 feet to the common section corner of Sections 26, 27, 34 and 35, Township 49 South, Range 41 East;

THENCE Southerly along the West line of the Northwest one-quarter of said Section 35, Township 49 South, Range 41 East, South 01° 23' 03" East, 2642.55 feet to the Southwest corner of said Northwest one-quarter;

THENCE Southerly along the West line of the Southwest one-quarter of said Section 35, South 01° 23' 05" East, 2642.55 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lot 8, Block A; Lots 3 and 4, Block B; Lot 28, Block D; NEW RIVER ESTATES SECTION ONE, according to the plat thereof as recorded in Plat Book 103, Page 28 of the Public Records of Broward County, Florida;

All of said lands situate, lying and being in Broward County, Florida and containing 11,592.36 acres more or less.

(Ord. No. 542, § 2(Exh. C), 10-25-12, eff. 9-15-12; Ord. No. 543, § 2(Exh. C), 10-25-12, eff. 9-15-12)



## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4E

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26063

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Traf Tech Engineering, Inc., for Project Agreement No. PA-26-012-TT Preparation of a Comprehensive Traffic/Transportation Evaluation of East Sunrise Area in the Sunset Strip Corridor;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

191.43.40.541.503141 - Engineering

**Amount:**

\$68,500.00

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**ATTACHMENTS:**

ATY Resolution - C26063

**Background:**

The City of Sunrise continues to experience positive growth in areas east of University Drive. In addition, several transportation-related projects have recently been completed, and additional project improvements are planned within the area. In an effort to properly evaluate traffic patterns and roadway operating conditions within the corridor, a comprehensive traffic and transportation analysis is necessary.

The Comprehensive Traffic/Transportation Evaluation of East Sunrise Area will assess existing and projected traffic patterns, as well as include potential improvements to help alleviate traffic congestion that is identified within the study area. The study area includes City of Sunrise municipal limits east of University Drive, south of Oakland Park Boulevard, and north of Sunrise Boulevard.

To complete the evaluation, the Utilities Department developed Project Agreement No. PA-26-012-TT with Traf Tech Engineering, Inc. (Traf Tech), the City's continuing services consultant for traffic engineering. Under the proposed agreement, Traf Tech will provide professional traffic engineering services including:

- Traffic data collection along the Sunset Strip corridor;
- Intersection turning-movement counts at key study intersections;
- Origin-destination data collection to evaluate cut-through traffic;
- Field observations during peak periods and school circulation periods;
- Travel time studies and aerial video documentation;
- Transportation modeling coordination with the Broward MPO using future land-use projections;
- Operational and level-of-service analyses of existing and future conditions; and
- Evaluation of planned and proposed transportation improvements.

The study will evaluate future traffic conditions considering approved and planned developments, and planned improvements within the study area, including transportation system modifications and roadway configuration alternatives. The results of these efforts will be documented in a traffic study report to be presented to the City.

Staff negotiated a fee with Traf Tech Engineering, Inc. for these professional services and determined the cost to be fair and reasonable given the scope and complexity of the work. This project agreement is consistent with Item No. 6 in Exhibit "A" Scope of Services of the Continuing Services Agreement with Traftech Engineering, Inc.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Casey Graham

Phone: 954-888-6066

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND TRAF TECH ENGINEERING, INC. FOR PROJECT AGREEMENT NO. PA-26-012-TT PREPARATION OF A COMPREHENSIVE TRAFFIC / TRANSPORTATION EVALUATION OF THE EAST SUNRISE AREA IN THE SUNSET STRIP CORRIDOR”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise requires a qualified professional engineering firm to provide assistance with the preparation of a comprehensive traffic and transportation evaluation of the East Sunrise area; and

WHEREAS, in 2020, the City entered into a Continuing Services Agreement with Traf Tech Engineering, Inc. for traffic engineering consulting services; and

WHEREAS, the City has developed a Project Agreement with Traf Tech Engineering, Inc. based on the firm’s reasonable proposal and based on its experience and availability for these services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc., the “Project Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for Project Agreement No. PA-26-012-TT Preparation of a Comprehensive Traffic / Transportation Evaluation of the East Sunrise Area in the Sunset Strip Corridor” (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The Director of Utilities is hereby authorized to extend the term of the Project Agreement in accordance with the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**And**

**TRAF TECH ENGINEERING, INC.**

**For**

**Project Agreement No. PA-26-012-TT**

**PREPARATION OF A COMPREHENSIVE TRAFFIC / TRANSPORTATION EVALUATION OF THE EAST SUNRISE AREA IN THE SUNSET STRIP CORRIDOR**

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (City) and Traf Tech Engineering Inc. (Consultant) for Professional Engineering Services – Traffic Engineering Consultant Services (hereinafter referred to as “Continuing Services Agreement”) dated February 25, 2020, this Project Agreement (hereinafter referred to as “Agreement”) authorizes the authorizes the Consultant to provide the services as set forth below:

**SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT**

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated February 25, 2020, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

**SECTION 2 CONSULTANT’S BASIC DUTIES TO CITY**

2.1 By executing this Project Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the consultant for the project (Project) and is licensed to provide geotechnical, environmental, and engineering testing services by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant’s duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT 1, Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants, and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Project Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

Authorized City Representative’s Initials: \_\_\_\_\_

Authorized Consultant Representative’s Initials: \_\_\_\_\_

## 2.3 TRAFFIC STUDY

2.3.1 The Consultant shall provide the services indicated in the EXHIBIT 1 of this Project Agreement and in accordance with the most current standards for each task indicated in EXHIBIT A of the Continuing Services Agreement.

2.3.2 The Consultant shall perform all work to the highest professional standards appropriate to the task.

2.3.3 The Consultant shall provide all necessary equipment, materials, and labor necessary to complete the work. The Consultant shall not utilize any City equipment, materials, and labor to complete their work unless previously approved by the City.

2.3.4 The Consultant shall perform all work during normal business hours. If work must occur outside of normal business hours, written approval from the City must be received prior to the start of the work.

2.3.5 The Consultant shall take great care to minimize disturbance of the project site and to restore the site to a condition mutually agreed upon by the Consultant and the City.

2.3.6 With approval of this Project Agreement, the City authorizes the Consultant to access the property referenced in this Agreement in accordance with all conditions set forth in Section 2.3 of the Project Agreement.

## 2.4 ADDITIONAL SERVICES

Services of the Consultant not included in Section 2.3, nor in EXHIBIT 1, Scope of Services shall be deemed as Additional Services. The Consultant shall provide such services as related to the project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

## 2.5 SERVICE SCHEDULE

2.5.1 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT 2. The date set forth in the Project Schedule for completion of the Project or the date of actual completion of the project, which ever shall last occur, shall constitute the Contract Time.

2.5.2 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to , loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

Consultant or delays in the Consultant's performance caused by improperly time activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

## 2.6 PERSONNEL

2.6.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Joaguin E. Vargas	Senior Transportation Engineer
Karl B. Peterson	Senior Transportation Engineer

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

## SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements, prior to the start of the Construction Documents period of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall perform those duties set forth in Paragraphs 3.1 through 3.2 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

## SECTION 4 BASIS OF COMPENSATION

4.1 The City shall compensate the Consultant for services rendered pursuant to Paragraphs in 2.3 and EXHIBIT 1, Scope of Services, of this Project Agreement by payment of the fixed sum of: \$ 68,500.00.

4.2 Additional services of the Consultant as described in Paragraph 2.4, if any, shall be compensated as follows:

SEE EXHIBIT B OF THE CONTINUING SERVICES AGREEMENT- RATES

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

4.3 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant may be equitably adjusted by written amendment to this Project Agreement, either upward or downward.

## SECTION 5 BILLING AND PAYMENTS TO CONSULTANT

5.1 Billing by the Consultant shall be in accordance with EXHIBIT E of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with Section 4 of this Project Agreement and EXHIBIT E of the Continuing Services Agreement.

## **SECTION 6 TERM**

6.1 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 one-year from the date of execution hereof, unless otherwise terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Project Agreement. The City's Director of Utilities may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed two one-year terms. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

## **SECTION 7 TERMINATION**

### 7.1 TERMINATION FOR CAUSE

7.1.1 This Project Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Project Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

### 7.2 TERMINATION FOR CONVENIENCE

7.2.1 This Project Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Project Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 2.5 of EXHIBIT E of the Continuing Services Agreement.

7.2.2 Under no circumstances shall the City make payment of profit or overhead for work which has not been performed. Additionally, the City shall not make payment for the following items:

7.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

7.2.2.2 Consequential damages;

7.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Project Agreement;

7.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the Work with reasonable promptness after notice of termination has been given to the Consultant; and

7.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

7.2.2.6 Damage or loss caused by delay.

7.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All Work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 8 SEVERABILITY**

8.1 If any term or provision of this Project Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Project Agreement 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 Traf Tech Engineering, Inc. by and through its President duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AUTHENTICATION:**

\_\_\_\_\_  
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

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

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

**CONSULTANT**

Traf Tech Engineering Inc.

By: \_\_\_\_\_  
Joaquin E. Vargas  
President

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## EXHIBIT 1

### SCOPE OF SERVICES

#### **Task 1 – Traffic Data Collection**

The foundation of this traffic / transportation evaluation will be the current traffic volumes and patterns within the project study area. As such, Traf Tech will collect detailed traffic data within the project study area. This data will consist of the following:

##### **7-Day Bidirectional Traffic Counts on Sunset Strip**

- Between University Drive and NW 68<sup>th</sup> Avenue
- Between NW 68<sup>th</sup> Avenue and NW 64<sup>th</sup> Avenue
- Between NW 64<sup>th</sup> Avenue and NW 19<sup>th</sup> Street
- Between NW 19<sup>th</sup> Street and NW 15<sup>th</sup> Street
- Between NW 15<sup>th</sup> Street and Sunrise Boulevard

##### **Intersection Turning Movement Counts (2 Weekdays / 1 Saturday / 8-Hrs Each)**

- Sunset Strip and University Drive
- Sunset Strip and NW 68<sup>th</sup> Avenue
- Sunset Strip and NW 64<sup>th</sup> Avenue
- Sunset Strip and NW 19<sup>th</sup> Street
- Sunset Strip and NW 15<sup>th</sup> Street
- Sunset Strip and Sunrise Boulevard

##### **Origin – Destination Data**

- In order to assess the level of existing cut-through traffic within the Sunset Strip corridor, Traf Tech will collect partial license plate data at Sunset Strip and University Drive (4 movements), Sunset Strip and NW 64<sup>th</sup> Avenue (2 movements), and at Sunset Strip and Sunrise Boulevard (2 movements). This data will be evaluated to determine cut-through traffic volumes / percentages and patterns along the Sunset Strip corridor.

#### **Task 2 – Field Observations**

Once the traffic data is collected and processed, Traf Tech will conduct detailed field reviews during the typical morning and afternoon peak periods for the purpose of identifying operational and capacity deficiencies within the study corridor.

Traf Tech will also conduct field reviews in the vicinity of the Village Elementary School in order document traffic flow / patterns during the drop-off and pick-up time periods, school bus circulation patterns, and the impact of pedestrian volumes on vehicular traffic operations in the area.

Traf Tech will also perform travel time runs throughout the corridor in order to document typical travel times between Sunrise Boulevard and University Drive during the peak time periods. In order to supplement this effort and document key issues for

future meetings and presentations, Traf Tech will also collect aerial videos through the use of drones.

### **Task 3 – Transportation Modeling**

Traf Tech will coordinate with the Broward Metropolitan Planning Organization (MPO) regarding future traffic projections for the Sunset Strip corridor. Traf Tech will request a traffic volume plot and the associated land use data of the overall study area for the 2050 buildout year. Traf Tech will review the land use data to ensure consistency with the most recent approvals / pending approvals for the following projects:

- Solterra – South of NW 30<sup>th</sup> Place between Aragon Boulevard and Sunrise Lakes Drive, 400 single-family homes and 500 townhomes
- Sunset Strip Square – 1577 Sunset Strip, 29 single-family homes
- Project Gateway (aka “The Ray”) – Northwest corner of Sunrise Boulevard and Sunset Strip, 400 multifamily dwelling units and approximately 5,000 square feet of retail space
- Enspire – South side of W. Oakland Park Boulevard between NW 64<sup>th</sup> Avenue and NW 68<sup>th</sup> Avenue, 229 multifamily dwelling units

Based upon the review of the transportation model as well as current and projected land use data, if necessary, Traf Tech will request that the Broward MPO staff make the appropriate and required adjustments to the transportation model. Traf Tech will then request that a future model run be conducted that considers the Sunset Strip corridor as a two-lane roadway and as a four-lane roadway. Traf Tech will summarize the results of this analysis in a technical memorandum.

### **Task 4 – Operational Analyses**

An operational analysis of the Sunset Strip corridor will be undertaken. This analysis will address the current and future traffic volumes and patterns for the corridor. Existing and future traffic volume figures will be prepared for the AM and PM peak hours for the study intersections. Future volumes will consider the approved but not yet constructed developments within the immediate study area. (Future anticipated development that has not been formally submitted to the City for review will be considered based upon direction from City staff.) In addition, planned transportation improvements anticipated to be in place, at project buildout, within the project study area will be identified and accounted for. Initial elements include:

- Median closure / right turn lane extension on Sunset Strip just east of University Drive
- Proposed roundabout at Sunset Strip and NW 15<sup>th</sup> Street

- Median opening on Sunset Strip just north of NW 15<sup>th</sup> Street to facilitate a northbound left turn into the proposed Sunset Strip Square development
- Proposed improvements associated with the NW 60<sup>th</sup> Terrace / NW 60<sup>th</sup> Avenue project

Intersections levels of services will be determined using the capacity/level of service procedures of the latest Highway Capacity Manual (HCM) utilizing intersection analysis software. The level of service will be documented for existing conditions and future conditions.

The future conditions analyses will consider the existing geometry as well as potentially expanded roadway geometry. Queuing analyses will also be conducted for the study area's exclusive turn lanes.

Based on the operational analysis components discussed above, a recommended list of improvements for the study area will be provided. Recommended improvements will include a general discussion of improvement components and a planning level lump sum cost estimate.

#### **Task 5 – Documentation**

The results of these analyses will be summarized in a traffic study for submittal to the City of Sunrise. This report will include background information, study area graphics, results of the analyses and appendices including the supporting data. An initial draft report will be submitted for review and discussions with city staff. A final report will be prepared based on our discussions to be held with the City.

#### **Task 6 – Meetings & Presentations**

Traf Tech will prepare for and attend up to five (5) meetings with City of Sunrise staff to review the efforts and conclusions associated with this study. Traf Tech will also prepare for and attend up to four (4) City Commission meetings for the purpose of presenting / discussing the results of these analyses. Presentations for these meetings will be prepared using PowerPoint.

#### **Task 7 – Additional Services**

As requested, and authorized by the City of Sunrise, Traf Tech will conduct additional traffic and transportation engineering related services, including attendance at additional data collection, meetings, and/or performance of additional traffic analyses not specifically identified and covered under Tasks 1 through 6.

## EXHIBIT 2

### PROJECT SCHEDULE


Services described above shall be delivered within 150 days of the notice to proceed provided by the City. It is understood that Traf Tech Engineering, Inc. is not responsible for delays beyond our control.

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

# Memorandum

**To:** File

**From:** Rodrigo de Castro, P.E., Director of Utilities 

**Date:** February 25, 2026

**Re:** Basis & Justification for Consultant Selection for Professional Engineering Services for Preparation of a Comprehensive Traffic / Transportation Evaluation of the East Sunrise Area

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The Utilities Department (Department) assigned engineering professional services to Traf Tech Engineering Inc. to prepare a Comprehensive Traffic / Transportation Evaluation of the East Sunrise Area.

## Basis

The City of Sunrise continues to experience positive growth in areas east of University Drive. In addition, several transportation-related projects have recently been completed or are planned within the area. To properly evaluate traffic patterns and roadway operating conditions within the corridor, a comprehensive traffic and transportation analysis is necessary

## Justification

Traf Tech Engineering Inc. is the City's Traffic Consultant and has extensive knowledge of the City's roadway network. Traf Tech has provided the City with a reasonable proposal for these services related to this project and is capable of performing the services based on its experience and availability.

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## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4F

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26057

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for PA-26-013-SC Lift Station 308 and Lift Station 310 Force Main Installation Design, Permitting, & Bidding Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

465.66.70.535.506502 - Construction Design  
Project 503706 - Lift Station 308 Force Main Installation

465.66.70.535.506502 - Construction Design  
Project 503707 - Lift Station 310 Force Main Installation

**Amount:**

Project 503706 - Lift Station 308 Force Main Installation  
\$163,723.42

Project 503707 - Lift Station 310 Force Main Installation

\$163,723.42

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**ATTACHMENTS:**

ATY Resolution - C26057  
Project Agreement  
Basis and Justification Memo

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**Background:**

The Utilities Department owns, operates, and maintains 216 lift stations throughout the utility service area. Lift stations No. 308, 310, 405, and 408 require rehabilitation as part of ongoing efforts to renew and replace aging assets within the wastewater system. These lift stations are wet pit/dry pit configurations that are near the end of their useful life and present significant maintenance challenges for the Department. The Utilities Department has planned to retrofit the existing wet wells to accommodate new above-ground wet well mounted wastewater pumping stations.

On September 26, 2023, the City Commission approved Project Agreement No. PA-23-029-SC, pursuant to Resolution No. 21-47-23-B, between the City and Stantec Consulting Services Inc. for design, permitting, and bidding services related to improvements at Lift Stations 308, 310, 405, and 408.

During the design of Lift Stations 308 and 310, it was determined that during high-flow events, the gravity main system receiving flows from the Lift Stations' forcemains becomes overloaded, resulting in sanitary sewer operational challenges within the adjacent manholes. As a result, the design of improvements for Lift Stations 308 and 310 was temporarily placed on hold.

City staff and Stantec analyzed the discharge of Lift Stations 308 and 310 into a gravity main system and ultimately propose forcemain improvements to address the operational challenges. In order to complete the necessary improvements, City staff requires professional consulting services to design a new connection that would route the Lift Stations 308 and 310 flows directly into an existing forcemain located outside the Rexmere Village subdivision in the Town of Davie.

The Utilities Department staff developed Project Agreement No. PA-26-013-SC with Stantec for the forcemain connection design, permitting, and bidding services for Lift Stations 308 and 310.

Staff negotiated a fee for these professional services with Stantec, that is considered fair and reasonable for the scope and complexity of the work. This project is included within the City's Five-year Capital Improvement Program and is listed in item number 27 in Exhibit 'A' Scope of Services of the Continuing Services Agreement with Stantec Consulting Services Inc.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Donald Maddox

Phone: 954-888-6049

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PA-26-013-SC LIFT STATION 308 AND LIFT STATION 310 FORCE MAIN INSTALLATION DESIGN, PERMITTING, & BIDDING SERVICES”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise requires a qualified professional engineering firm to provide assistance with the design, permitting, and bidding services for the Lift Station 308 and Lift Station 310 Force Main Improvements Project; and

WHEREAS, in 2021, the City entered into a Continuing Services Agreement with Stantec Consulting Services Inc. (Stantec) for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, the City has developed a Project Agreement with Stantec based on the firm’s reasonable proposal and based on its experience and availability for these services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Stantec Consulting Services Inc., the “Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for PA-26-013-SC Lift Station 308 and Lift Station 310 Force Main Installation Design, Permitting, & Bidding Services” (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**and**

**STANTEC CONSULTING SERVICES INC.**

**For**

**PA 26-013-SC**

**LIFT STATION 308 AND LIFT STATION 310 FORCE MAIN INSTALLATION DESIGN,  
PERMITTING, & BIDDING SERVICES**

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (“City”) and Stantec Consulting Services Inc. (“Consultant”) for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as “Continuing Services Agreement”) dated May 7, 2021, this Project Agreement (hereinafter referred to as “Agreement”) authorizes the Consultant to provide the services as set forth below:

**SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

**SECTION 2 CONSULTANT’S BASIC DUTIES TO CITY**

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as “the Project”) and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant’s duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT “1,” Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

Authorized City Representative’s Initials: \_\_\_\_\_

Authorized Consultant Representative’s Initials: \_\_\_\_\_

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.
- 2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.
- 2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.
- 2.4 SIXTY PERCENT DESIGN DOCUMENTS - NOT USED
- 2.5 NINETY PERCENT DESIGN DOCUMENTS
  - 2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.
  - 2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
  - 2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.
- 2.6 ONE HUNDRED PERCENT DOCUMENTS

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

- 2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.
- 2.6.2 The consultant shall continue to assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.
- 2.6.3 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.6.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.6.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.4.
- 2.6.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.
- 2.6.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.
- 2.6.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION - NOT USED

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## 2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6.8, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

- 2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.
- 2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.
- 2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

## 2.9 SERVICE SCHEDULE

- 2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

**Milestone 1:** Task 3.2 90% Design Documents..... \$100/day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager
Dave Clarke, PE	Project Manager/EOR
Larissa Faria, PE	Project Engineer
Albert Ruiz, PE	Trenchless Lead
Nick Goodenow, PE	Trenchless Reviewer
Simon Baeza-Faundez	Trenchless Designer
Eduardo Robaina	Sr. CAD Technician
Kelsey Perez	Engineering Intern
Laura Rodriguez	Administrative Assistant

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

**SECTION 3 CITY’S BASIC DUTIES TO CONSULTANT**

- 3.1 The City shall provide the Consultant with adequate information regarding the City’s requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City’s decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant’s services and of the work.

Authorized City Representative’s Initials: \_\_\_\_\_

Authorized Consultant Representative’s Initials: \_\_\_\_\_

3.6 The City’s review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City’s construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

**SECTION 4 CONSTRUCTION COSTS**

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant’s responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

**SECTION 5 BASIS OF COMPENSATION**

5.1 The City shall compensate the Consultant for an amount not to exceed **\$324,446.84** exclusive of authorized Reimbursable Expenses (**\$327,446.84** inclusive of Reimbursable Expenses, if authorized), based on services rendered pursuant to Sections 2.3 through 2.7 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.

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:

Task	Description	Amount	Percentage
1.0	Project Management & Meetings	\$ 22,822.28	7%
2.1	Topographic Survey & SUE	\$ 55,137.00	17%
2.2	Geotechnical Investigation	\$ 13,765.00	4%
3.1	30% Design Development	\$ 60,350.48	19%
3.2	90% Design Development	\$ 101,019.93	31%
3.3	100% Design Development	\$ 34,274.90	11%
4.0	Permitting	\$ 27,138.00	8%
5.0	Bidding Services	\$ 9,939.25	3%
	<b>SUBTOTAL without Reimbursables</b>	<b>\$ 324,446.84</b>	<b>100%</b>
	<b>TOTAL with Reimbursables</b>	<b>\$ 327,446.84</b>	

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

## **SECTION 6 BILLING AND PAYMENTS TO CONSULTANT**

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

### 6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed **\$3,000** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

## **SECTION 7 TERM**

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **800 days**, 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.

## **SECTION 8 TERMINATION**

### 8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a

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termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

## 8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 9 SEVERABILITY**

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this

Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement 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 Stantec Consulting Services Inc., 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**

\_\_\_\_\_

By: \_\_\_\_\_  
Oscar Bello, P.E.  
Client Service Manager

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

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## EXHIBIT "1"

### SCOPE OF SERVICES

The City of Sunrise (City) has requested Stantec Consulting Services Inc. (Consultant) to provide Engineering Design, Permitting and Bidding Services for the Lift Stations 308 and LS 310 Sewer Force Main Replacement (CIP Project Numbers 503706 and 503707 Respectively).

Lift stations (LS) 308, 310, 405, and 408 are currently being rehabilitated as part of the City's ongoing sewer collection system rehabilitation and replacement efforts. The existing LS 310 currently discharges into a sewer manhole (MH) located on SW 114th Avenue via an existing 700 linear feet (LF) 4-inch force main (FM). As a part of the lift station rehabilitation, the City would like to abandon the existing 4-inch FM and install approximately 1250 LF of a new 4-inch FM and tie-in to a new point of connection (POC), to an existing 12-inch ductile iron (DI) FM on Hiatus Road and SW 13th Place. The existing LS 308 currently discharges into a sewer MH located on Rexmere Blvd via an existing 1600 LF 6-inch force main (FM). As a part of the LS 308 rehabilitation, the City would like to abandon the existing 4-inch FM, and install a new 4-inch FM approximately 2,200 LF and tie-in to new point of connection (POC), at an existing 16-inch FM on W. State Rd 84 (SR 84) and SW 117th Avenue. The objective of this project is to replace and up-size the existing force main piping. The Consultant is to include field surveys of underground utilities to verify existing pipe locations and diameters. The City prefers Horizontal Directional Drill (HDD) as the method of installation for the FM pipe replacement.

The items to be designed, permitted, and advertised for bids to accomplish this sanitary sewer force main replacement include the following features:

- Approximately 1,250 Linear Feet (LF) of 4-inch via HDD along SW 113<sup>th</sup> Place between Hiatus Road and LS 310. At Hiatus Road, the new 4-inch FM will tie into an existing 12-inch DI FM. The POCs at the existing FM and LS will be installed via open-cut.
- Approximately 2,200 LF of 4-inch along SW 117<sup>th</sup> Way between SR-84 and LS 308. At SR, the new 4-inch FM will tie into an existing 16-inch DI FM. The POCs at the existing FM and LS will be installed via open-cut.

Roadway restoration will be completed as incidental work where the new sewer force main is being installed. The Consultant will be responsible for obtaining topographic survey, Subsurface Utility Exploration (SUE) and geotechnical exploration required to support the new FM design. Approximate length of the new FMs is 3,450 LF 4-inches in diameter and will include connections to existing FMs and Lift LSs. For the HDD, High Density Polyethylene (HDPE) Pipe is the preferred material. Internal diameter of the HDPE will conform to the nominal pipe diameter i.e. internal diameter of 4-inches.

The scope of the project includes the following major components and improvements for the sewer force main pipeline replacement:

- Obtain a topographical survey, geotechnical borings and subsurface utility locates within the project limits.
- Pipeline routing, pipe material selection, connections to existing mains, connections at LS and construction methodology approach.
- Conduct a field review and take photographs within the project limits to document above ground existing conditions.

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- Establishing proposed sewer force main alignment for HDD and open-cut installations and connections at Lift Stations.
- Detail engineering design, calculations, specifications and Opinion of Probable cost of Construction (OPCC) for approximately 3, 450 LF of sewer force main pipeline.
- Developed details and plans for milling, resurfacing and pavement markings of impacted roadways within the project limits.
- Permitting assistance to obtain permits with Broward County Traffic, County Highway Construction and Engineering, Broward County Environmental Protection and Growth Management Department (BCEPGMD), Broward County Surface Water Management, City of Sunrise Community Development Department (CDD) Engineering and Florida Department of Transportation (FDOT).
- Bidding assistance by preparing documents to advertise for bids, presenting at pre-bid meeting, responding to request for information, and developing meeting minutes.
  - Construction Documents (Drawings, Construction Specifications, Opinion of probable cost)

## **TASK 1.0 – PROJECT MANAGEMENT**

### **Task 1.1 Project Administration**

The Consultant will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the City.

The Consultant will prepare and submit monthly invoices in accordance with the Project Agreement. The Consultant will prepare monthly progress reports to document project progress and submit the reports with each invoice.

### **Task 1.2 Meetings**

The Consultant shall schedule and conduct one Kick-off Meeting with the City attended by the Project Manager, Client Manager and Project Engineer. Topics for discussion will include project overview, project team, communications, project schedule, and initial data and input needs from the City. The Consultant shall prepare the meeting agenda and meeting minutes. Meeting minutes will be submitted to the City in electronic format for review and comment.

In addition to the Kickoff Meeting, the Consultant will attend design meetings identified under the Detailed Design tasks.

### **DELIVERABLES:**

- Monthly Progress Reports

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- Monthly Invoices
- Meeting Agendas
- Meeting Minutes
- Design Schedule

**MEETINGS:**

- Kickoff Meeting

**TASK 2.0 – FIELD INVESTIGATIONS**

**Task 2.1 Topographic Survey and Subsurface Utility Exploration (SUE)**

The Consultant shall utilize a Florida Registered Professional Land Surveyor to complete a boundary and topographic survey of the project area in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in the "Standards of Practice" in Chapter 5J-17 of the Florida Administrative Code. The surveyor will also perform a title search. The survey investigation shall include the following:

- Obtain specific boundary information, recovery of boundary monumentation, such as right of way lines, subdivision lines, lot lines, base lines, and easement lines, as required by the project
- Survey shall extend right of way to right of way on all roadways within the project limits.
- The location of all above ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of the survey area
- The location of trees 3-inches in diameter or larger at breast height within the Right of Way and within the limits of the survey area
- Measure rim and invert elevations for stormwater and sanitary sewer structures, and stormwater culverts if accessible and unobstructed. Pipe sizes and pipe material will be noted.
- Provide cross-section elevations at 50-foot intervals along all roadways.
- All elevations will be relative to North American Vertical Datum of 1998 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey.

The Consultant shall utilize an underground utility location contractor to designate existing utilities along the subject sewer force main pipeline alignment using a combination of signal induction and Ground Penetrating Radar (GPR). During detail design there will be a need to perform a GPR survey, and subsurface utility excavation (SUE) along the proposed sewer force main pipeline alignment to locate metal and plastic underground utilities (pipes, electric, telecommunications, fiber, etc.). The Consultant shall coordinate and oversee the SUE activities with the Survey subconsultant. Up to 25 vacuum excavations will be performed to determine exact elevations and positions of subsurface utilities in potential conflict with the proposed sewer force main pipeline alignment. This effort will be performed at locations identified by the Consultant subsequent to the 30 percent design efforts.

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DELIVERABLES:

- Signed and Sealed Topographic Survey
- SUE Report

**Task 2.2 Geotechnical Investigation**

The Consultant shall retain and utilize the services of Geotechnical Engineering firm to carry out a geotechnical investigation of the project area. The goals and objectives of the geotechnical investigation shall include the following:

- Identify and classify soil types within project area.
- Identify the characteristics and properties of the soils present, including moisture content, grain size analysis, plastic properties, unit weights, permeability, compaction, and corrosivity.
- Use available soil characteristics, properties and potential project geometrics to identify possible geotechnical concerns.
- Obtain groundwater table elevation.
- Perform up to 7 standards penetration test (SPT) borings to depths of approximately 30 feet below existing grade at locations selected by the Consultant in support of the HDD design.

Upon completion of the geotechnical investigation, the Geotechnical Engineering firm shall prepare a report including the following:

- Brief description of soil conditions observed in the field and in the laboratory.
- Conclusions and recommendations regarding:
  - Primary geotechnical engineering concerns and mitigating measures, as applicable.
  - Provide geotechnical recommendations for engineering design for pipelines, and structures, including pipe bedding, backfill, and compaction requirements.
  - Site preparation and grading including treatment of weak, porous, compressible and expansive surface soils and the construction of fills.
  - Preparation of subgrade and aggregate base for pavement areas.

DELIVERABLES:

- Geotechnical Report

**TASK 3.0 – DEVELOPMENT OF DESIGN DOCUMENTS**

The Consultant shall develop design documents for the new sewer force main pipeline replacement which will include progress submittals at 30%, 90%, 100%, and Issued for Bid. Design documents will include drawings, technical specifications, and OPCC as outlined in each detailed design progress submittal task below.

The development of the design documents for the sewer force main replacement will include the following:

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- Perform an initial field visit which will include walking along the proposed alignment, taking photos and documenting any visible existing features that may impact the new pipeline.
- Obtain a Sunshine 811 Design Ticket to obtain information on existing utilities in the project corridor.
- Gather and review available background information on the project, including utility atlas maps, GIS data, as-built and record drawings information.
- During development of the design, the Consultant will conduct site visits to verify information and refine the design. The findings from the site visits and review of information will be incorporated into the design deliverables.
- Standard Construction Details – Consultant will include standard construction details, typical sections, construction notes, etc. as required.
- Best Management Practices Plan – Consultant will prepare a “Best Management Practices Plan” and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the Contractor will update the plan for inclusion in the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan.
- Maintenance of Traffic (MOT) Plan – Consultant will add appropriate notes and references to the plans to outline the performance specifications for the MOT in accordance with the standards and requirements of FDOT. The contractor will be responsible for preparing and submitting a site-specific MOT plan in the future.
- Technical Specifications – Consultant will provide construction specifications for the process and materials of the civil/site improvements.
- Identify pavement repair/reconstruction requirements and proposed resurfacing limits per City and regulatory requirements.

**Task 3.1                      30% Design Development**

**Subtask 3.1.1              30% Design Documents**

The Consultant shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, connections to existing force main and lift stations, staging areas for HDD, major diversions and general design criteria for the project. Drawings will be in plan view only for the proposed sewer force main, shown on the survey with existing utilities, easements/rights-of-way indicated, connection and tie-in points and stub-outs for any future connections.

**Subtask 3.1.2              30% Design Opinion of Probable Construction Cost**

The Consultant will also prepare a preliminary planning level OPCC using the quantities identified in the 30% design drawings. The OPCC shall be a Class 5 in accordance with Association for the Advancement of Cost Engineering (AACE) International.

### **Subtask 3.1.3            30% Design Documents Internal Review**

The Consultant will submit the design documents for review. The review process will consist of the following steps:

- Consultant will submit the 30% design documents for review to verify that consistency with the desired design intent is being achieved.
- The City will review the documents over a twenty (20) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The City shall provide consolidated written comments from all City reviewers to the Consultant in a Microsoft Word or Excel spreadsheet format. The Consultant shall review the comments and identify any comments which may require discussion or additional information from the City so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, Consultant shall provide written responses to each of the City's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the Consultant will provide explanations and reasons to justify the exception for the City's review and concurrence.
- If comments require substantial re-configuration or re-design, the Consultant will schedule and attend one (1) in-person meeting with the City to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

#### **DELIVERABLES**

- 30% Design Drawings (Plan Only)
- Project Technical Specifications -Table of Contents
- Preliminary OPCC
- Electronic MS Excel comment log file for incorporation of all review comments and responses

#### **MEETINGS:**

- 30% Design Review Meeting
- Comment Resolution Meeting

### **Task 3.2                    90% Design Development**

#### **Subtask 3.2.1            90% Design Documents**

Based on the 30% design task and incorporating review comments as appropriate, Consultant shall develop 90% design documents. Drawings will include plan and profiles, refinement of connection details, standard details, requirements for Maintenance of Traffic, staging areas for HDD and calculations for thrust restraints. This task will include an update to the design drawings, specifications, and calculations. The design shall detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 4. The Consultant will develop a full set of draft project specifications, including front end documents (Division 00), using the City's standard front-end documents

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(Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the Consultant to conform to the requirements of the City's standard front-end documents. The Consultant will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations.

### **Subtask 3.2.2            90% Design Opinion of Probable Construction Cost**

The Consultant will update the 30% OPCC using the 30% design documents and updated quantities identified in the 30% design drawings. The OPCC shall be a Class 3 in accordance with AACE International.

### **Subtask 3.2.3            90% Design Documents Review**

The Consultant will submit the 90% design documents to the City of Sunrise Utilities for review. The review process will consist of the following steps:

- Consultant will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The City will review the documents over a twenty (20) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The City shall provide consolidated written comments from all City reviewers to the Consultant in a Microsoft Word or Excel spreadsheet format. The Consultant shall review the comments and identify any comments which may require discussion or additional information from the City so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, Consultant shall provide written responses to each of the City's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the Consultant will provide explanations and reasons to justify the exception for the City's review and concurrence.

### **Subtask 3.2.4            90% Design CDD Submittal**

The Consultant will submit the 90% design documents to the City of Sunrise Community Development Department (CDD) and Engineering Divisions for review. The review process will consist of the following:

- The Consultant will revise and update the 90% design documents in accordance with the City accepted comment responses. Upon review and acceptance for readiness by the City's Utility Project Manager, revised documents will be signed and sealed for permitting review by the permitting agencies identified in Task 4 including CDD-Engineering and CDD-Building. Submittal to CDD will be electronically via signed and seal PDFs.

### **DELIVERABLES:**

- 90% Design Drawings PDF (Plan, profile and details)

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- 90% Specifications
- Engineering Calculations for Thrust Restraints
- Draft MOT Concepts
- Updated OPCC
- Electronic MS Excel comment log file for incorporation of all review comments and responses

**MEETINGS:**

- 90% Design Review Meeting
- Comment Resolution Meeting

**Task 3.3                    100% Design Development**

**Subtask 3.3.1            100% Design Development**

The Consultant will update the design drawings and specifications to address permitting review comments from Task 4 and develop 100% design documents to be used for the purposes of bidding the project.

**Subtask 3.3.2            100% Design Opinion of Probable Construction Cost**

The Consultant will update the 90% OPCC using the 100% design documents and updated quantities identified in the 100% design drawings. The OPCC shall be a Class 1 in accordance with AACE International.

**DELIVERABLES:**

- Signed and Sealed 100% Drawings and Specifications
- Updated Opinion of Probable Construction Cost

**TASK 4.0 – PERMITTING**

The Consultant will provide and apply for the following permits on behalf of the City:

- City of Sunrise CDD Engineering Division - Engineer Plans Review
- Broward County Environmental Protection and Growth Management Department (Constructing a Domestic Wastewater Collection/Transmission System)
- Broward County Highway Construction and Engineering
- Town of Davie Building and Engineering Department
- Broward County Traffic Engineering
- FDOT Utility Permit
- Broward County Surface Water Management Division

The City shall be responsible for all permitting fees and the Consultant shall provide other supporting documentation as may be required by permitting agencies such as Broward County Engineering and Traffic and Broward County Environmental Protection. It is acknowledged by City that the period required for obtaining permit review is beyond the control of Consultant, except

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for issues concerning the permitting of the design and Consultant's ability to respond to permitting agency requests for information. Consultant will submit permitting information and respond to requests for information expeditiously, but in no case will the Consultant take longer than fifteen (15) business days to respond to such requests.

The Consultant will respond to requests for additional information as applicable for the above listed jurisdictional agencies. Up to four (4) meetings with the applicable regulatory agencies are considered under this task.

As part of this task the Consultant will perform the following:

- Submit Permit Set of plans to CDD for review
- Address up to three rounds of comments from CDD
- Facilitate permit submittals to CDD (includes prints of hardcopies)

#### DELIVERABLES:

- Electronic submittal of full size Permit Sets (24x36) for initial submittal
- Up to three electronic resubmittals
- Electronic MS Excel comment log file for incorporation of all review comments and responses

#### **TASK 5.0 – BIDDING SERVICES**

The Consultant shall assist the City in solicitation of bids. The Consultant will provide the following services during the bidding process:

- Provide a project description to be used in the advertisement for bid and Invitation to Bid form.
- Provide a bid form worksheet.
- Provide electronic copies of 100% design drawings, specifications, bid form worksheet, and other documents required for bidding to be made available for distribution to prospective bidders via the City's electronic procurement system. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format.
- Attend one (1) Pre-Bid Meeting.
- Coordinate with the City during the bidding process and be available to address bidder's questions and comments during the bidding process.
- Provide responses to address Bidder's Request for Information (RFI) related to the design. The City shall be responsible for forwarding design related RFI's to the Consultant. The City shall be responsible for addressing RFI's related to non-design items, such as bidding procedures, Contract for Construction, General and Supplementary Conditions, etc. The City shall be responsible for maintaining the RFI log and distributing RFI responses.
- Investigate, study and analyze proposed substitutions of materials or equipment and advise the City with respect to the same.
- Prepare RFI's for addenda modifying design drawings and/or specifications to clarify or expand design elements in the bidding documents. The addenda documents will be provided in electronic format and will be ADA compliant. The

City shall be responsible for distributing Addenda documents via the electronic procurement system.

- Attend the Bid Opening.
- Prepare a Bid Tabulation of received bids.
- Assist the City in evaluation of the bids received by providing a technical review of received bids and a letter of recommendation of award. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City in making such a determination.

## **Task 5.2                      Conformed Documents**

The Consultant shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the Consultant shall make such documents available to the City and the contractor awarded the project. The Consultant shall provide all AutoCAD files after conformed documents are produced.

### DELIVERABLES:

- Bid Award Recommendation Letter
- Conformed Drawings
- Conformed Specifications

### MEETINGS:

- Pre-Bid Meeting
- Bid opening meeting

**ASSUMPTIONS AND EXCLUSIONS:**

1. Pipe size of new sewer force main will be 4-inches. No hydraulic analysis or calculations are required to size the new force main.
2. The proposed FM routes are proposed in the Public Right of Way which was included in the community's plat book. Therefore, a title search is not included as part of this scope, and it is assumed that an easement is not required for the proposed FM.
3. The existing sewer force main will be placed out of service and grout filled.
4. Scope is for force main connections at existing lift stations. Scope does not include improvements to the lift stations or requirement for generator.
5. The new sewer force main will be installed primarily via HDD and supplemented with open-cut for connections at existing Lift Stations and FM.
6. The existing sewer force main will be placed out of service and grout filled.
7. It is assumed that the existing right-of-way is sufficient to accommodate the new force main and maintain proper separation from other utilities.
8. Legal sketches and description for new utility easements is not included in this scope of work.
9. The design (relocation or new) of other utilities (water, gas, electric, and/or telecommunications) is not included within this scope of work unless in conflict with proposed work.
10. Community Outreach/Public Involvement is not included in this scope of work.
11. It assumed all drawings will be developed using AutoCAD software, 2023 version.
12. CDD submittals will be electronic.
13. It is assumed that technical bid analysis for construction will be developed for the two lowest bidders.
14. Bidding services do not include services for any bid protests.
15. City will provide available information for the project area, including as-built drawings, atlas maps, and other pertinent information. Consultant has the right to rely on the accuracy of the information provided.
16. There are no known hazardous materials or waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting, or bidding. It is assumed that none of the work areas contain hazardous materials that will require special mitigation.
17. Environmental/Ecological Services (including but not limited to Threatened and Endangered Species Survey, Unified Method for Assessment of Mitigation, Wetland Impact Justification Report, etc.) is not included in this scope of work.
18. Traffic studies, assessments, or analyses that may be required by the local agency and/or FDOT is not included in this scope of work.
19. Signalization Plans or modifications is not included in this scope of work. Contractor will replace any damage signal loops in kind.

20. Preparation of colored renderings, special graphics, or exhibits for presentations to any governmental agency or third party is not included in this scope of work.
  
21. The following holidays have been removed from the schedule: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Labor Day, Veterans Day, Thanksgiving and day after Thanksgiving (4<sup>th</sup> Thursday and Friday in November), and Christmas Day. These days have been removed from the schedule.

**EXHIBIT "2"**

**PROJECT SCHEDULE**

<u>Task</u>	<u>Description</u>	<u>Duration (days)</u>	<u>From NTP (days)</u>
1.0	Project Management & Meetings	660	660
2.1	Topographic Survey & SUE	90	90
2.2	Geotechnical Investigation	60	60
3.1	30% Design Development	80	170
3.2	90% Design Development	110	280
3.3	100% Design Development <sup>1</sup>	80	360
4.0	Permitting <sup>2</sup>	180	540
5.0	Bidding Services	120	660

**Notes:**

1. Denotes project milestone item per Section 2.9.3 of this Project Agreement
2. 180 days have been assumed to obtain dry run approval from the City for Sunrise CDD, FDOT, Broward County Environmental, Broward County Traffic, and the Town of Davie Engineering Division.

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_



---

# Memorandum

**To:** File

**From:** Earl Prizlee, P.E. Capital Projects Director *ETP*

**Date:** February 24, 2026

**Re:** Basis & Justification for Consultant Selection for Professional Engineering  
Design Services for the Lift Stations 308 & 310 Force Main Replacement Project

---

The Utilities Department assigned professional engineering design services to Stantec Consulting Services Inc. for assistance with designing, permitting, and bidding services for the Lift Stations 308 & 310 Force Main Replacement Project.

## Basis

The Lift Stations 308 & 310 Improvements were part of the City's ongoing sewer collection system rehabilitation and replacement efforts and are part of the City's Five-year Capital Improvement Program.

During the design phase for Lift Stations 308 and 310, it was determined that during peak flow conditions, the downstream gravity sewer system becomes surcharged, resulting in sanitary sewer overflows at adjacent manholes. To address this issue, the project will require additional consulting services to design a new discharge connection that will redirect flows from both lift stations directly into the City's existing force main system. This improvement will alleviate loading on the gravity system and mitigate the potential for future overflow events.

## Justification

Stantec Consulting Services Inc. is currently designing Lift Stations 308 & 310 Improvements pending the new force main connections. Stantec Consulting Services Inc. has provided the City a reasonable proposal for these design services related to this project and is capable of performing the services based on their experience and availability. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

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## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Amendment

**Item Number:** 4G

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26052

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

---

**Funding:**

N/A

**Amount:**

N/A

---

**ATTACHMENTS:**

ATY Resolution - C26052

Second Amendment to Project Agreement  
First Amendment to Project Agreement  
Project Agreement

---

**Background:**

The Fairways Townhome community lies generally between NW 26 Street and NW 29 Street and between Sunrise Lakes Drive East and NW 80th Avenue. The watermain providing service to the community is asbestos concrete (AC) material installed in the early 1970's. This community experienced numerous water service repairs throughout the years and to address these issues the Utilities Department proposed a capital project to replace the watermains within the neighborhood. The replacement of the existing AC watermain and water services will improve water quality, service flows and pressures, and improve fire protection within the community.

On August 8, 2023, the City Commission approved Project Agreement No. PA-23-026-ST with Stantec Consulting Services, Inc. for professional design, permitting, and bidding services associated with the replacement of underground watermains and service lines within the Fairways of Sunrise subdivision. On February 14, 2025, Project Agreement No. PA-23-026-ST was administratively extended by the City Manager for 180 days, through September 19, 2025, due to extended review period with regulatory agencies. On August 12, 2025, the First Amendment to Project Agreement No. PA-23-026-ST was approved by the City Commission, extending the agreement through March 18, 2026, to allow Stantec Consulting Services, Inc. to finalize regulatory agencies review and prepare the bidding documents.

The design plans have been completed and the project recently received approval from regulatory agencies. Currently, the project is being prepared for bid solicitation. Stantec's services will be required to finalize the bidding process and therefore the Project Agreement term will need to be extended. The attached Second Amendment to Project Agreement 23-026-ST includes additional time through September 14, 2026, for Stantec to provide bidding assistance services. Stantec does not request any additional compensation associated with this Second Amendment.

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**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Donald Maddox

Phone: 954-888-6049

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

---

**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
“SECOND AMENDMENT TO PROJECT AGREEMENT BETWEEN THE  
CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR  
PROJECT AGREEMENT NO. PA-23-026-ST FAIRWAYS TOWNHOMES  
WATER SERVICE LINE IMPROVEMENTS”; AND PROVIDING AN  
EFFECTIVE DATE.**

WHEREAS, on August 8, 2023, via Resolution No. 17-107-23-B, the Sunrise City Commission approved Project Agreement Number: PA-23-026-ST (Project Agreement) with Stantec Consulting Services Inc. (Stantec) for professional design, permitting, and bidding services associated with the Fairways Townhomes Water Service Line Improvements Project; and

WHEREAS, on August 27, 2025, the parties entered into a First Amendment to the Project Agreement extending the term through March 18, 2026, to provide additional time for review by regulatory agencies and prepare the bidding documents; and

WHEREAS, a Second Amendment to the Project Agreement is necessary to extend the term through September 14, 2026, to provide additional time for Stantec to provide bidding assistance services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The “Second Amendment to Project Agreement Between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements” (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Second Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**Second Amendment To  
Project Agreement  
Between  
THE CITY OF SUNRISE  
And  
Stantec Consulting Services Inc.  
For  
PROJECT AGREEMENT NO. PA-23-026-ST  
FAIRWAYS TOWNHOMES WATER SERVICE LINE IMPROVEMENTS**

---

This Second Amendment to Project Agreement No.: PA-23-026-ST between the City of Sunrise, a Florida municipal corporation (hereinafter referred to as City), and Stantec Consulting Services, Inc. (herein referred to as Consultant).

**WHEREAS**, on May 7, 2021, the City and Stantec Consulting Services, Inc. entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Projects; and

**WHEREAS**, on August 8<sup>th</sup>, 2023, Project Agreement No. PA-23-026-ST was approved by Resolution No.: 17-107-23-B and entered into between the City of Sunrise and Stantec Consulting Services, Inc. for professional engineering services for the Fairways Townhomes Water Service Line Improvements Design Services, as authorized under the Project Agreement; and

**WHEREAS**, on February 14, 2025, Project Agreement No.: PA-23-026-ST was extended 180-days through September 19, 2025, through written notification by the City's City Manager.

**WHEREAS**, the first amendment, executed on August 27, 2025, extended the Project Agreement No.: PA-23-026-ST from September 19, 2025, to March 18, 2026

**WHEREAS**, the Project Agreement No.: PA-23-026-ST expires on March 18, 2026, and the parties wish to extend the Project Agreement through September 14, 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 Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~striketrough~~ as follows:

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~March 18, 2026~~, September 14, 2026 unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. 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 Second Amendment conflict with those of the Project Agreement or its amendments, the terms of this Second 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 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 when it is fully executed by both parties.

(Intentionally Left Blank)

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

**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 Stantec Consulting Services, Inc., 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**

**STANTEC CONSULTING SERVICES INC.**

By: \_\_\_\_\_  
Oscar Bello, P.E.  
Client Service Manager

Date: \_\_\_\_\_

**AUTHENTICATE:**

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Please type name of Corporate Officer

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

CITY CLERK  
CITY OF SUNRISE  
2025 AUG 27 AM 1:23

SUNRISE, FLORIDA

RESOLUTION NO. 17-107-25-B

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NO. PA-23-026-ST FAIRWAYS TOWNHOMES WATER SERVICE LINE IMPROVEMENTS”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on August 8, 2023, via Resolution No. 17-107-23-B, the City Commission approved Project Agreement Number: PA-23-026-ST (Project Agreement) with Stantec Consulting Services Inc. for the Fairways Townhomes Water Service Line Improvements Project; and

WHEREAS, during subsurface investigation, a discrepancy was discovered that was not indicated on the as-built drawings for the Project; and

WHEREAS, an amendment to the Project Agreement, extending the term through March 18, 2026, is required to allow for completion of the full scope of work and to complete the permitting and bidding services for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The “First Amendment to Project Agreement Between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements” (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the First Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 12TH DAY of AUGUST, 2025.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:



\_\_\_\_\_  
~~Felicia M. Bravo~~  
City Clerk

Deputy

*Lina M. Zapata*

MOTION: GUZMAN  
SECOND: CLARKE

CLARKE: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: ABSENT  
RYAN: ABSENT

Approved by the City Attorney  
as to Form and Legal Sufficiency



\_\_\_\_\_  
Thomas P. Moss

CITY CLERK  
CITY OF SUNRISE

2025 AUG 27 AM 1:23

**First Amendment To  
Project Agreement  
Between  
THE CITY OF SUNRISE  
And  
Stantec Consulting Services Inc.  
For  
PROJECT AGREEMENT NO. PA-23-026-ST  
FAIRWAYS TOWNHOMES WATER SERVICE LINE IMPROVEMENTS**

---

This First Amendment to Project Agreement No.: PA-23-026-ST between the City of Sunrise, a Florida municipal corporation (hereinafter referred to as City) and Stantec Consulting Services, Inc. (herein referred to as Consultant).

**WHEREAS**, on May 7, 2021, the City and Stantec Consulting Services, Inc. entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

**WHEREAS**, on August 8<sup>th</sup>, 2023, Project Agreement No. PA-23-026-ST was approved by Resolution No.: 17-107-23-B and entered into between the City of Sunrise and Stantec Consulting Services, Inc. for professional engineering services for the Fairways Townhomes Water Service Line Improvements Design Services, as authorized under the Project Agreement; and

**WHEREAS**, on February 14, 2025, Project Agreement No.: PA-23-026-ST was extended 180-days through September 19, 2025 through written notification by the City's City Manager.

**WHEREAS**, the Project Agreement No.: PA-23-026-ST expires on September 19, 2025, and the parties wish to extend the Project Agreement through March 18, 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 Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:
  - 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for ~~585 days~~, through March 18, 2026, unless otherwise terminated pursuant to Section 8.1 or 8.2, or

City's Initials SR

Consultant's Initials B

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 its amendments, the terms of this First Amendment shall govern. All other terms of the Project Agreement and its amendment shall remain and continue in full force and effect.
4. Captions. The captions of this 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.

(Intentionally Left Blank)


City's Initials AL

Consultant's Initials BS

**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 his Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc., by and through its Client Service Manager duly authorized to execute same.

CITY

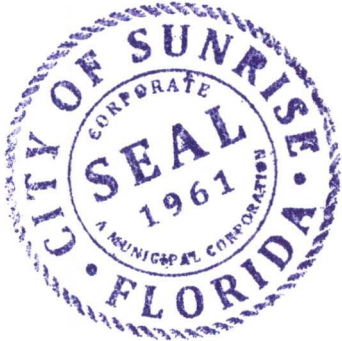
**CITY OF SUNRISE, FLORIDA**

By:   
Mayor Michael J. Ryan  
27 day of August, 2025.


AUTHENTICATION:



~~Felicia M. Bravo, City Clerk~~  
Lina M. Zapata, Deputy City Clerk  
(SEAL)



Approved as to form for City:

By:   
Thomas P. Moss  
City Attorney

City's Initials SL

Consultant's Initials ES

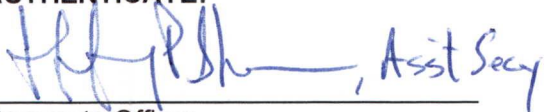
**CONSULTANT**

**STANTEC CONSULTING SERVICES INC.**

By:   
Oscar Bello, P.E.  
Client Service Manager

Date: 7/30/2025

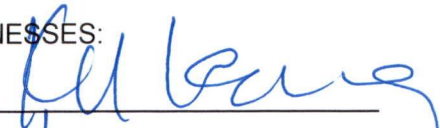
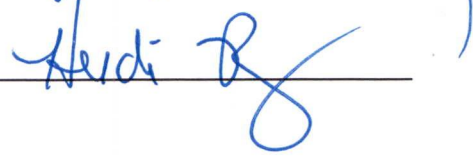
**AUTHENTICATE:**

, Asst Secy  
Corporate Officer

JEFFREY P. STONE  
Please type name of Corporate Officer



**WITNESSES:**

City's Initials SR

Consultant's Initials OB

CITY CLERK  
CITY OF SUNRISE  
2023 AUG 14 PM 5:08

SUNRISE, FLORIDA

RESOLUTION NO. 17-107-23-B

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING  
“PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND  
STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT  
NO: PA-23-026-ST FAIRWAYS TOWNHOMES WATER SERVICES LINE  
IMPROVEMENTS,” AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Fairways of Sunrise needs watermain and services replacement, to establish where easements exist, to verify locations of water meters, and to resurface affected roads; and

WHEREAS, on December, 20, 2017, the City entered into a Continuing Services Agreement with Stantec Consulting Services Inc. for Miscellaneous Civil Engineering Services; and

WHEREAS, professional design services are required for the Project; and

WHEREAS, Stantec Consulting Services Inc. is capable of performing these services based on their experience and availability.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. “Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement Number: PA-23-026-ST Fairways Water Services Improvements Project” (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement.

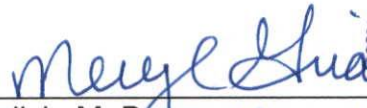
Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 8<sup>th</sup> DAY of AUGUST, 2023.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:



\_\_\_\_\_  
Felicia M. Bravo  
Deputy City Clerk



MOTION: KERCH  
SECOND: SCUOTTO

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

  
\_\_\_\_\_  
Kimberly A. Kisslan

CITY CLERK  
CITY OF SUNRISE

2023 AUG 16 PM 2:32

**PROJECT AGREEMENT**

Between

**THE CITY OF SUNRISE**

and

**STANTEC CONSULTING SERVICES INC.**

For

**PROJECT AGREEMENT NO. PA-23-026-ST  
FAIRWAYS TOWNHOMES WATER SERVICE LINE IMPROVEMENTS**

---

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7<sup>th</sup>, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

**SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7<sup>th</sup>, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

**SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY**

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.
- 2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

Authorized City Representative's Initials: SL

Authorized Consultant Representative's Initials: BS

2.3 THIRTY PERCENT DESIGN DOCUMENTS

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.
- 2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.
- 2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS- Not Used

2.5 NINETY PERCENT DESIGN DOCUMENTS

- 2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.
- 2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

Authorized City Representative's Initials: ML

Authorized Consultant Representative's Initials: DB

## 2.6 ONE HUNDRED PERCENT DOCUMENTS

- 2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.
- 2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.
- 2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.
- 2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.
- 2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

- 2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.
- 2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.
- 2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

- 2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

- 2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.
- 2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: 100% Design Documents ..... \$100/day

- 2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.
- 2.9.5 Notwithstanding the provisions of Subparagraph 2.89.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

Authorized City Representative's Initials: HR

Authorized Consultant Representative's Initials: ES

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager/QA-QC
Dave Clarke, PE	Project Manager
Larissa Faria, PE	Project EOR
Eduardo Robaina	Sr. CAD Technician
Ricardo Versace	Project Engineer
Isabel Perez-Rios	Project Engineer
Laura Rodriguez	Administrative Assistant

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

**SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT**

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such

Authorized City Representative's Initials 

Authorized Consultant Representative's Initials 

documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

#### **SECTION 4 CONSTRUCTION COSTS**

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

#### **SECTION 5 BASIS OF COMPENSATION**

- 5.1 The City shall compensate the Consultant for an amount not to exceed **\$173,941.92** exclusive of authorized Reimbursable Expenses (\$176,941.92 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.
- 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:

Authorized City Representative's Initials: HR

Authorized Consultant Representative's Initials: RB

### Fee Summary Table

Task No.	Task / Description	Fee	Percent of Total Fee
1.0	Project Management	\$12,761.48	7.34%
2.1	Topographic Survey	\$17,800.00	10.23%
2.1	SUE	\$18,500.00	10.64%
2.2	Geotechnical Investigation	\$7,550.00	4.34%
3.1	30% Design Documents	\$26,381.34	15.17%
3.2	90% Design Documents	\$39,458.90	22.69%
3.3	100% Design Documents	\$26,367.56	15.16%
4	Permitting	\$14,218.04	8.17%
5	Bidding Services	\$10,904.60	6.27%
	<b>TOTAL</b>	<b>\$173,941.92</b>	<b>100%</b>

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement-

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

#### **SECTION 6 BILLING AND PAYMENTS TO CONSULTANT**

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

#### 6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed **\$3,000** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida;

Authorized City Representative's Initials: HA

Authorized Consultant Representative's Initials: AB

fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

## **SECTION 7 TERM**

- 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **585 days**, 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.

## **SECTION 8 TERMINATION**

### 8.1 TERMINATION FOR CAUSE

- 8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

### 8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

- 8.2.2 **Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:**

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

Authorized City Representative's Initials:   *ML*  

Authorized Consultant Representative's Initials:   *CB*

- 8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;
- 8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and
- 8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.
- 8.2.2.6 Damage or loss caused by delay.
- 8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 9 SEVERABILITY**

- 9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: RS


**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement 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 Stantec Consulting Services Inc., signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

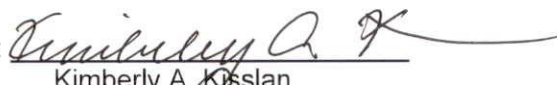
By:   
Mayor Michael J. Ryan  
16th day of August, 2023.

AUTHENTICATION:

Deputy   
City Clerk  
(SEAL)



Approved as to form for the City:

By:   
Kimberly A. Kisslan  
City Attorney

Authorized City Representative's Initials: hlc

Authorized Consultant Representative's Initials: B

CONSULTANT

Oscar R. Bello  
Oscar R. Bello  
By: Oscar Bello, P.E.  
Client Service Manager

7 day of August, 2023.

AUTHENTICATE:

[Signature]  
Secretary

JEFFREY P. STONE  
Please type name of Secretary  
Ass't



WITNESSES:

Natahi M Pini

Shehab Bata

Authorized City Representative's Initials: [Signature]

Authorized Consultant Representative's Initials: [Signature]

**EXHIBIT "1"**

**TO**

**PROJECT AGREEMENT PA-23-026-ST**

**FAIRWAYS WATER SERVICES IMPROVEMENTS PROJECT**

**SCOPE OF SERVICES**

The CITY has requested CONSULTANT provide Engineering Design, Permitting and Bidding Support Services for the Fairways Water Services Improvements Project.

This project replaces existing water main and services in the Fairways Townhouse Community. Project limits include: NW 80<sup>th</sup> Avenue, NW 27<sup>th</sup> Court, NW 27<sup>th</sup> Place, NW 28<sup>th</sup> Street, NW 28<sup>th</sup> Court, NW 28<sup>th</sup> Place, and NW 29<sup>th</sup> Street. Connections to an existing 8-inch main are located along the west/northwest side along Sunrise Lakes Drive East at NW 27<sup>th</sup> Court, NW 28<sup>th</sup> Court and NW 29<sup>th</sup> Street.

The existing watermain consists of asbestos concrete (AC) piping installed sometime in the late 1970s, according to as-built records. It is anticipated that most of the new water main will be installed via the Close Tolerance Pipe Slurrification (CTPS) method. This project will allow the CITY to replace aging existing Asbestos Cement (AC) pipe and improve water quality, service, and fire flow requirements in the area.

Improvements will also include full milling and resurfacing of the existing roadways within the project limits where the new watermain is being installed.

The new watermain size will range between 6-inches and 8-inches. The new watermain material used will be High-Density Polyethylene (HDPE) Pipe for CTPS. The CONSULTANT will be responsible for obtaining topographic survey, Subsurface Utility Exploration (SUE) and geotechnical exploration required to support the new water main design.

Approximate length of the new watermain is 3,100 linear feet (LF) and will include new fire hydrants and replacement of existing service lines.

The scope of the project includes the following major components and improvements for the new watermain pipeline replacement:

- Obtain a topographical survey, geotechnical borings and subsurface utility locates within the project limits.
- Conduct a field review and take photographs within the project limits to document existing conditions.
- Verify if existing easements exist for the water main.
- Establishing proposed watermain CTPS, locations for boring pits, HDD, side street connections and reestablishing existing services. Work will include new fire hydrants, as required to meet current codes, and replacement of existing services

Authorized City Representative's Initials: SL

Authorized Consultant Representative's Initials: RB

lines up to but not including the actual water meter. Water meter replacement under the City's replacement program.

- Verify the location of the existing water meters and locate them in the ROW or existing easement, as needed.
- Detail engineering design for approximately 3,100 LF of new watermain pipeline, including the following:
  - CTPS methods to install new water main along: NW 80<sup>th</sup> Avenue, NW 27<sup>th</sup> Court, NW 27<sup>th</sup> Place, NW 28<sup>th</sup> Street, NW 28<sup>th</sup> Court, NW 28<sup>th</sup> Place, and NW 29<sup>th</sup> Street. Water main connections to an existing 8-inch main are located along the west/northwest side along Sunrise Lakes Drive East at NW 27<sup>th</sup> Court, NW 28<sup>th</sup> Court and NW 29<sup>th</sup> Street.
- Design for milling and resurfacing of all roadways within the project limits.
- Permitting assistance to obtain permits with the Fire Department, Broward County Traffic, and City of Sunrise Community Development Department (CDD) Engineering Division, and Florida Department of Environmental Protection, as required.
- Bidding assistance by preparing documents to advertise for bids, presenting at pre-bid meeting, responding to request for information, and developing addenda.
  - Construction Documents (Drawings, Construction Specifications, Opinion of probable cost)

All components shall be designed in accordance with all applicable agencies, the CITY of Sunrise Utility and Community Development Departments.

This Project Agreement (PA) will provide the engineering services to prepare detailed design and documents to be used for permitting and bidding, including permitting services to obtain CDD Engineering Approved Plans and provide assistance to the CITY during the bid phase.

## **TASK 1 – PROJECT MANAGEMENT**

### **Task 1.1 – Project Management**

The CONSULTANT will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the CITY.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

The CONSULTANT will prepare and submit monthly invoices in accordance with the Project Agreement. The CONSULTANT will prepare monthly progress reports to document project progress and submit the reports with each invoice.

### **Task 1.2 - Meetings**

The CONSULTANT shall schedule and conduct one Kick-off Meeting with the CITY. Topics for discussion will include project overview, project team, communications, project schedule, and initial data and input needs from the CITY. The CONSULTANT shall prepare the meeting agenda and meeting minutes. Meeting minutes will be submitted to the CITY in electronic format for review and comment.

In addition to the Kickoff Meeting, the CONSULTANT will attend design meetings identified under the Detailed Design tasks.

#### DELIVERABLES:

- Monthly Progress Reports
- Monthly Invoices
- Meeting Agendas
- Meeting Minutes
- Design Schedule

#### MEETINGS:

- Kickoff Meeting

### **TASK 2 –FIELD INVESTIGATIONS**

#### **Task 2.1 Topographic Survey and Subsurface Utility Exploration (SUE)**

The CONSULTANT shall utilize a Florida Registered Professional Land Surveyor to complete a boundary and topographic survey of the project area in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in the "Standards of Practice" in Chapter 5J-17 of the Florida Administrative Code. The surveyor will also perform a title search. The survey investigation shall include the following:

- Obtain specific boundary information, recovery of boundary monumentation, such as right of way lines, subdivision lines, lot lines, base lines, and easement lines, as required by the project
- Survey shall extend right of way to right of way on all roadways within the project limits.
- The location of all above ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of the survey area

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- The location of trees 3-inches in diameter or larger at breast height within the Right of Way and within the limits of the survey area
- Measure rim and invert elevations for drainage and sanitary sewer structures, if accessible and unobstructed. Pipe sizes and pipe material will be noted.
- Provide cross-section elevations at 50-foot intervals along all roadways
- All elevations will be relative to North American Vertical Datum of 1998 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey

The CONSULTANT shall utilize an underground utility location contractor to designate existing utilities along the subject watermain pipeline alignment using a combination of signal induction and Ground Penetrating Radar (GPR). During detail design there will be a need to perform a (GPR) survey, and subsurface utility excavation (SUE) along the proposed watermain pipeline alignment to locate metal and plastic underground utilities (pipes, electric, telecommunications, fiber, etc.). The CONSULTANT shall oversee the SUE activities and ensure that any de-watering activities are included in the work to properly identify existing utilities. Assumes 20 vacuum excavations will be performed to determine exact elevations and positions of subsurface utilities in potential conflict with the proposed watermain pipeline alignment. This effort will be performed at locations identified by the CONSULTANT subsequent to the 30 percent design efforts.

DELIVERABLES:

- Signed and Sealed Topographic Survey
- SUE Report

**Task 2.2 Geotechnical Investigation**

The CONSULTANT shall retain and utilize the services of Geotechnical Engineering firm to carry out a geotechnical investigation of the project area. The goals and objectives of the geotechnical investigation shall include the following:

- Identify and classify soil types within project area.
- Identify the characteristics and properties of the soils present, including moisture content, grain size analysis, plastic properties, unit weights, permeability, compaction, and corrosivity.
- Use available soil characteristics, properties and potential project geometrics to identify possible geotechnical concerns.
- Obtain groundwater table elevation.

- Perform up to **6 Standard Penetration Test (SPT)** borings to depths of approximately **15 feet below** existing grade at locations selected by the CONSULTANT to support the design of the trenchless installation.

Upon completion of the geotechnical investigation, the Geotechnical Engineering firm shall prepare a report including the following:

- Brief description of soil conditions observed in the field and in the laboratory
- Conclusions and recommendations regarding:
  - Primary geotechnical engineering concerns and mitigating measures, as applicable
  - Provide geotechnical recommendations for engineering design for pipelines, and structures, including pipe bedding, backfill, and compaction requirements
  - Soil Corrosivity Considerations
  - Site preparation and grading including treatment of weak, porous, compressible and expansive surface soils and the construction of fills
  - Preparation of subgrade and aggregate base for pavement areas

DELIVERABLES:

- Geotechnical Report

**TASK 3 DETAILED DESIGN**

The CONSULTANT shall develop design documents for the new watermain pipeline replacement which will include progress submittals at 30%, 90%, 100%, and Issued for Bid. Design documents will include drawings, technical specifications, and opinion of probable construction cost (OPCC) as outlined in each detailed design progress submittal task below.

The development of the design documents for the watermain replacement will include the following:

- Perform an initial field visit which will include walking along the proposed alignment, taking photos and documenting any existing features that may impact the new pipeline.
- Gather and review available background information on the project, including utility atlas maps, GIS data, and as-built and record drawings information.
- A desktop review of publicly available information will be conducted to identify any known contaminated sites along the project corridor.
- During development of the design, the CONSULTANT will conduct up to three (3) site visits to verify information and refine the design. The findings from the site visits and review of information will be incorporated into the design deliverables.
- Obtain a Sunshine 811 Design Ticket to obtain information on existing utilities in the project corridor.

Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: RB

- Develop construction sequencing and analyze available information on service connections.
- Standard Construction Details – CONSULTANT will include standard construction details, typical sections, and construction notes as required.
- Best Management Practices Plan – CONSULTANT will prepare a “Best Management Practices Plan” and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the Contractor will update the plan for inclusion in the NPDES Stormwater Pollution Prevention Plan.
- Maintenance of Traffic (MOT) Plan – CONSULTANT will add appropriate notes and references to the plans to outline the performance specifications for the MOT in accordance with the standards and requirements of FDOT. The contractor will be responsible for preparing and submitting a site-specific MOT plan in the future.
- Technical Specifications – CONSULTANT will provide construction specifications for the process and materials of the civil/site improvements.
- Identify pavement repair/reconstruction requirements and proposed resurfacing limits per City and regulatory requirements.
- Coordinate with CITY to inventory existing materials such as pipes, fittings, and fire hydrants that can be used for this watermain replacement project.

### **Task 3.1 Thirty Percent Design Documents**

#### ***Subtask 3.1.1 30% Design Development***

The CONSULTANT shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, major diversions, trenchless installation and general design criteria for the project. Drawings will be in plan view only for the proposed watermain, shown on the survey with existing utilities, easements/rights-of-way indicated, connection points and stub-outs for any future connections.

#### ***Subtask 3.1.2 30% Design Opinion of Probable Construction Cost***

The CONSULTANT will also prepare a preliminary planning level opinion of probable construction cost (OPCC) using the quantities identified in the 30% design drawings. The OPCC shall be a Class 5 in accordance with AACE International.

#### ***Subtask 3.1.3 30% Design Documents Internal Review***

The CONSULTANT will submit the design documents for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents for review to verify that consistency with the desired design intent is being achieved.

Authorized City Representative's Initials: SR

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- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.
- If comments require substantial re-configuration or re-design, the CONSULTANT will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

#### DELIVERABLES

- 30% Design Drawings (Plan view Only)
- Project Technical Specifications -Table of Contents
- Preliminary OPCC
- Responses to 30% Review Comments

#### MEETINGS:

- 30% Design Review Meeting
- Comment Resolution Meeting, if required

### **Task 3.2 Ninety Percent Design Documents**

#### ***Subtask 3.2.1 90% Design Development***

Based on the 30% design task and incorporating review comments as appropriate, CONSULTANT shall develop 90% design documents. This task will include an update to the design drawings, specifications, and calculations. The design shall detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 4. The CONSULTANT will develop a full set of draft project specifications, including front end documents (Division 00), using the CITY's standard front-end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY'S standard front-end

documents. The CONSULTANT will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations.

***Subtask 3.2.2 90% Design Opinion of Probable Construction Cost***

The CONSULTANT will update the 30% OPCC using the 90% design documents and updated quantities identified in the 90% design drawings. The OPCC shall be a Class 3 in accordance with AACE International.

***Subtask 3.2.3 90% Design Documents Internal Review***

The CONSULTANT will submit the 90% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

***Subtask 3.2.4 90% Design CDD Submittal***

The CONSULTANT will submit the 90% design documents to the City of Sunrise Community Development Department / Engineering Division for review. The review process will consist of the following steps:

- The CONSULTANT will revise and update the 90% design documents in accordance with comments received. Upon review and acceptance for readiness by the City's Utility Project Manager, electronic plans will be signed and sealed for permitting review by the permitting agencies identified in Task 4 including CDD/Engineering Division.

DELIVERABLES:

- 90% Design Drawings (Plan, profile and details)
- 90% Specifications
- Updated Engineering Calculations
- Draft MOT Concepts
- Updated OPCC
- Responses to 30% Review Comments

MEETINGS:

- 90% Design Review Meeting
- Comment Resolution Meeting, if required

**Task 3.3 One Hundred Percent Design Documents**

***Subtask 3.3.1 100% Design Development***

The CONSULTANT will update the design drawings and specifications to address permitting review comments from Task 4 until permits have been secured and develop 100% design documents to be used for the purposes of bidding the project.

***Subtask 3.3.2 100% Design Opinion of Probable Construction Cost***

The CONSULTANT will update the 90% OPCC using the 100% design documents and updated quantities identified in the 100% design drawings. The OPCC shall be a Class 2 in accordance with ACE International.

DELIVERABLES:

- Signed and Sealed 100% Drawings and Specifications
- Updated Opinion of Probable Construction Cost
- Response letter addressing permitting review comments from Task 4

**TASK 4 PERMITTING**

The CONSULTANT will provide and apply for the following permits on behalf of the CITY:

- City of Sunrise CDD Engineering Division - Engineer Plans Review
- Florida Department of Environmental Protection - Watermain Construction Permit
- Broward County Traffic Engineering
- Broward County Surface Water Management Division

The CITY shall be responsible for all permitting fees and the CONSULTANT shall provide other supporting documentation as may be required by permitting agencies. It is

Authorized City Representative's Initials: HL

Authorized Consultant Representative's Initials: QB

acknowledged by CITY that the period required for obtaining permit review is beyond the complete control of CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to permitting agency requests for information. CONSULTANT will submit permitting information and respond to requests for information expeditiously, but in no case will the CONSULTANT take longer than fifteen (15) business days to respond to such requests.

The CONSULTANT will respond to requests for additional information as applicable for the above listed jurisdictional agencies. Up to three (3) meetings with the applicable regulatory agencies are considered under this task.

## **TASK 5 - BIDDING SERVICES**

### **Task 5.1 Bidding Services**

The CONSULTANT shall assist the CITY in solicitation of bids. The CONSULTANT will provide the following services during the bidding process:

- Provide a project description to be used in the advertisement for bid and Invitation to Bid form.
- Provide a bid form worksheet.
- Provide electronic copies of 100% design drawings, specifications, bid form worksheet, and other documents required for bidding to be made available for distribution to prospective bidders via the CITY's electronic procurement system. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format.
- Attend one (1) Pre-Bid Meeting and site visit.
- Coordinate with the CITY during the bidding process and be available to address bidder's questions and comments during the bidding process.
- Provide responses to address Bidder's Request for Information (RFI) related to the design. The CITY shall be responsible for forwarding design related RFI's to the CONSULTANT. The CITY shall be responsible for addressing RFIs related to non-design items, such as bidding procedures, Contract for Construction, General and Supplementary Conditions. The CITY shall be responsible for maintaining the RFI log and distributing RFI responses.
- Investigate, study and analyze proposed substitutions of materials or equipment and advise the CITY with respect to the same
- Prepare up to three (3) addenda modifying design drawings and/or specifications to clarify or expand design elements in the bidding documents. The addenda documents will be provided in electronic format and will be ADA compliant. The CITY shall be responsible for distributing Addenda documents via the electronic procurement system.

Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: QB

- Assist the CITY in evaluation of the bids received by providing a technical review of received bids and a letter of recommendation of award. The CONSULTANT shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however the CONSULTANT shall assist the CITY in making such a determination.

### **Task 5.2 Conformed Documents**

The CONSULTANT shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project. The CONSULTANT shall provide all CAD files after conformed documents are produced.

#### DELIVERABLES:

- Bid Award Recommendation Letter
- Conformed Drawings
- Conformed Specifications

#### MEETINGS:

- Pre-Bid Meeting

Authorized City Representative's Initials: HL

Authorized Consultant Representative's Initials: PB

**ASSUMPTIONS AND EXCLUSIONS:**

1. Existing watermains within the project limits will be replaced in-kind (same size or one size up, if practical).
2. It is assumed that the Arborist's services or report are not required.
3. The design (relocation or new) of other utilities (wastewater, electric, and/or telecommunications) is not included within this scope of work unless in conflict with proposed work.
4. Evaluation of alternative corridors for proposed pipeline alignment outside of project boundary limits, is not included in this scope of work.
5. Hydraulic modeling of existing or proposed watermain distribution system is not included in this scope of work.
6. All permit fees will be paid by the City.
7. It assumed all drawings will be developed using AutoCAD software.
8. Bidding services do not include services for any bid protests.
9. Third party litigation services or expert witness services are not included.
10. Construction Administration, including engineering services during construction, inspections, support, observations, and As-built drawings, are not included in this scope of work.
11. There are known hazardous pollutants (arsenic) which may require additional efforts during design, permitting, or bidding. Consultant has been notified that the Sunrise Country Club Golf Course is listed in the contaminated sites of Broward County. Consultant has been asked to consider this factor during the design phase.
12. Design and permitting of any off-site improvements not specifically included herein are not included in this scope of work.
13. The Opinions of probable construction costs (OPCC) prepared, to set project budget, and/or funding, represent our best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by the ENGINEER, such opinions or evaluations are based on upon current market rates for labor, material and equipment. The estimators have no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly, the ENGINEER does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: RB

**EXHIBIT "2"**

TO

PROJECT AGREEMENT PA-23-026-ST

FAIRWAYS WATER SERVICES IMPROVEMENTS PROJECT

**PROJECT SCHEDULE**

<b>Task No.</b>	<b>Task Description</b>	<b>Task Completion Duration (days)</b>	<b>Task Completion Following Notice to Proceed (days)</b>
1	Project Management	0	585
2.1	Topographic Survey	90	90
2.2	Geotechnical Investigation	60	90
3.1.1- 3.1.2	30% Design Documents	45	135
3.1.3	30% Design Documents Internal Review	15	150
2.1	Subsurface Utility Exploration (SUE)	25	175
3.2.1- 3.2.2	90% Design Documents Submittal	115	290
3.2.3	90% Design Documents Internal Review	15	305
3.2.4	90% Design CDD Submittal	15	320
4	Permitting <sup>1</sup>	120	440
3.3.1- 3.3.2	100% Design Documents <sup>3</sup>	25	465
5	Bidding <sup>2</sup>	120	585

**Notes:**

1. 120 days have been assumed to obtain permit approval from the City for Sunrise CDD Department
2. 120 days have been assumed for bidding services.
3. Denotes project milestone item per Section 2.9.3 of this Project Agreement

Authorized City Representative's Initials: SL

Authorized Consultant Representative's Initials: OB



## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Amendment

**Item Number:** 4H

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26053

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-029-SC Lift Stations (308, 310, 405, and 408) Improvements"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C26053

First Amendment to Project Agreement  
Project Agreement

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**Background:**

The Utilities Department owns, operates, and maintains 216 lift stations throughout the utility service area. Lift Stations No. 308, 310, 405, and 408 require rehabilitation as part of the Department's ongoing efforts to renew and replace aging assets within the wastewater system. These lift stations are wet pit/dry pit configurations that are near the end of their useful life and present significant maintenance challenges for the Department. These lift stations require staff to enter tight, deep, confined spaces for maintenance purposes and some of these have site access issues due to the layout and location of the stations adjacent to residences. Due to these issues, the City planned to retrofit the existing wet wells to accommodate new above-ground wet well mounted wastewater pumping stations.

On September 26, 2023, the City Commission approved Project Agreement No. PA-23-029-SC, pursuant to Resolution No. 21-47-23-B, between the City and Stantec Consulting Services Inc. for design, permitting, and bidding services related to improvements at Lift Stations 308, 310, 405, and 408.

On August 28, 2025, the City Manager's Office approved a 180-day extension to Project Agreement No. PA-23-029-SC, at the request of Stantec, to allow additional time for completion of plan review and permitting. This extension extended the agreement term through March 17, 2026. Currently the design of Lift Stations 405 and 408 have been completed, and these Lift Stations are expected to be bid within the next 90 days.

During the design of Lift Stations 308 and 310, it was determined that during high-flow events, the gravity main system receiving flows becomes overloaded, resulting in sanitary sewer operational challenges within the adjacent manholes. As a result, the design of improvements for Lift Stations 308 and 310 was temporarily placed on hold. After analysis by City staff and Stantec, it was determined that improvements to the forcemains downstream to these lift stations were necessary.

To align the design schedule of Lift Stations 308 and 310 and to accommodate the time necessary to complete design and permit of new forcemains required to connect Lift Stations 308 and 310 to the City's existing forcemain system located outside the Rexmere Village subdivision within the Town of Davie, an extension to the Project Agreement is needed. The forcemain design services will be completed under a separate Project Agreement.

This agenda item requests approval of the First Amendment to extend Project Agreement No. PA-23-029-SC with Stantec Consulting Services Inc. through May 18, 2028 at no additional cost to the City, to allow for completion of the design phase, and continuing through to the bidding phase services.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Donald Maddox

Phone: 954-888-6049

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NO. PA-23-029-SC LIFT STATIONS (308, 310, 405, AND 408) IMPROVEMENTS”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on September 26, 2023, via Resolution No. 21-47-23-B, the Sunrise City Commission approved Project Agreement Number: PA-23-029-SC (Project Agreement) with Stantec Consulting Services Inc. (Stantec) for design, permitting, and bidding services related to improvements at Lift Stations 308, 310, 405, and 408; and

WHEREAS, on August 28, 2025, the City Manager’s Office approved a 180-day extension to the Project Agreement through March 17, 2026, to allow additional time for completion of plan review and permitting; and

WHEREAS, the design of Lift Stations 308 and 310 has been postponed pending necessary improvements to the force mains downstream of the lift stations; and

WHEREAS, a First Amendment to the Project Agreement is necessary to extend the term through May 18, 2028 to allow for completion of the design phase and bidding assistance services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The “First Amendment to Project Agreement Between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-029-SC Lift Stations (308, 310, 405, and 408) Improvements” (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the First Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**First Amendment To  
Project Agreement  
Between  
THE CITY OF SUNRISE  
And  
Stantec Consulting Services Inc.  
For  
PROJECT AGREEMENT NO. PA-23-029-SC  
LIFT STATIONS (308, 310, 405, AND 408) IMPROVEMENTS**

---

This First Amendment to Project Agreement No.: PA-23-029-SC between the City of Sunrise, a Florida municipal corporation (hereinafter referred to as City) and Stantec Consulting Services, Inc. (herein referred to as Consultant).

**WHEREAS**, on May 7, 2021, the City and Stantec Consulting Services, Inc. entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

**WHEREAS**, on October 11<sup>th</sup>, 2023, Project Agreement No. PA-23-029-SC was approved by Resolution No.: 21-47-23-B and entered into between the City of Sunrise and Stantec Consulting Services, Inc. for professional engineering services for the LIFT STATIONS (308, 310, 405, AND 408) Improvements Design Services, as authorized under the Project Agreement; and

**WHEREAS**, on August 28<sup>th</sup>, 2025, Project Agreement No PA-23-029-SC was extended 180-days through March 17, 2026, through written notification by the City's City Manager.

**WHEREAS**, the Project Agreement No.: PA-23-029-SC expires March 17, 2026, and the parties wish to extend the Project Agreement through May 18, 2028.

**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 to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

- 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for 709 days, through May 18, 2028,~~ 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 its amendments, the terms of this First Amendment shall govern. All other terms of the Project Agreement and its amendment shall remain and continue in full force and effect.
4. Captions. The captions of this 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]

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

**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 Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc., 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**

**STANTEC CONSULTING SERVICES INC.**

By: \_\_\_\_\_  
Oscar Bello, P.E.  
Client Service Manager

Date: \_\_\_\_\_

**AUTHENTICATE:**

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Please type name of Corporate Officer

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

CITY CLERK  
CITY OF SUNRISE  
2023 OCT 11 PM 1:04

SUNRISE, FLORIDA

RESOLUTION NO. 21-47-23-B

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NO: PA-23-029-SC LIFT STATIONS (308, 310, 405, AND 408) IMPROVEMENTS;" AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City's Lift Station Nos. 308, 310, 405 and 408 require rehabilitation as part of the City's ongoing efforts to review and replace aging assets within the utility system; and

WHEREAS, on May 7, 2021, the City entered into a Continuing Services Agreement with Stantec Consulting Services Inc. for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects Consulting Services; and

WHEREAS, the City has developed a Project Agreement with Stantec Consulting Services Inc. for construction management services for this project; and

WHEREAS, Stantec Consulting Services Inc. has provided the City a proposal for these services which is fair, reasonable and within industry standards for this type and scope of work.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The "Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No: PA-23-029-SC Lift Stations (308, 310, 405, and 408) Improvements" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement.

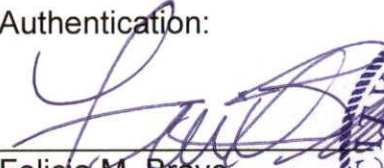
Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2023.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:


  
\_\_\_\_\_  
Felicia M. Bravo  
City Clerk



MOTION: KERCH  
SECOND: SCUOTTO

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency.

  
\_\_\_\_\_  
Kimberly A. Kisslan

CITY CLERK  
CITY OF SUNRISE

2023 OCT 11 PM 1:04

**PROJECT AGREEMENT**

Between

**THE CITY OF SUNRISE**

And

**STANTEC CONSULTING SERVICES INC.**

For

**PROJECT AGREEMENT NO.: PA-23-029-SC**

**LIFT STATIONS (308, 310 405, AND 408) IMPROVEMENTS**

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

**SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

**SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY**

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

Authorized City Representative's Initials: SL

1

Authorized Consultant Representative's Initials: B

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS – Not Used

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

## 2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

- 2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.
- 2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.
- 2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

- 2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a

schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: 100 % Design Documents ..... \$100/ day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The

amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager/QA-QC
Dave Clarke, PE	Project Manager
Marlon Medina, PE	Project EOR
Eduardo Robaina	Sr. CAD Technician
Ricardo Versace	Project Engineer
Isabel Perez-Rios	Project Engineer
Laura Rodriguez	Administrative Assistant

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

**SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT**

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

#### **SECTION 4 CONSTRUCTION COSTS**

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

#### **SECTION 5 BASIS OF COMPENSATION**

- 5.1 The City shall compensate the Consultant for an amount not to exceed **\$255,140.00** based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.
- 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:

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**Fee Summary Table**

<b>Task / Description</b>	<b>Percent of Total Fee</b>	<b>Fee</b>
<b>1. Project Management</b>		
Task 1.1 - Project Management	3.8%	\$ 9,750.00
Task 1.2 - Meetings	3.2%	\$ 8,150.00
<b>Sub-Total</b>	<b>7.0%</b>	<b>\$ 17,900.00</b>
<b>2. Preliminary Design</b>		
Task 2.1 - Draft TM	35.3%	\$ 90,040.00
Task 2.2 – Final TM & 30% Design Plans	8.0%	\$ 20,500.00
<b>Sub-Total</b>	<b>43.3%</b>	<b>\$ 110,540.00</b>
<b>3. Detailed Design Phase</b>		
Task 3.1 – 90% Design Documents	23.1%	\$ 59,000.00
Task 3.3 – Sunrise CDD Permitting	6.4%	\$ 16,400.00
Task 3.4 – 100% Design Documents	9.4%	\$ 23,900.00
Task 3.5 – Permit Phase	7.1%	\$ 18,000.00
<b>Sub-Total</b>	<b>46.0%</b>	<b>\$ 117,300.00</b>
<b>4. Bidding Services</b>		
Bid Assistance – Pre-Bid Meeting, Addendums, Evaluation, and Conformed Documents	3.7%	\$ 9,400.00
<b>Sub-Total</b>	<b>3.7%</b>	<b>\$ 9,400.00</b>
<b>Total</b>	<b>100.0%</b>	<b>\$ 255,140.00</b>

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

Authorized City Representative's Initials: HR

Authorized Consultant Representative's Initials: B

**SECTION 6 BILLING AND PAYMENTS TO CONSULTANT**

- 6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.
- 6.2 REIMBURSABLE EXPENSES – Not Used

**SECTION 7 TERM**

- 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **709 days**, 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.

**SECTION 8 TERMINATION**

8.1 TERMINATION FOR CAUSE

- 8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

- 8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

- 8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;
- 8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and
- 8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.
- 8.2.2.6 Damage or loss caused by delay.
- 8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 9 SEVERABILITY**


- 9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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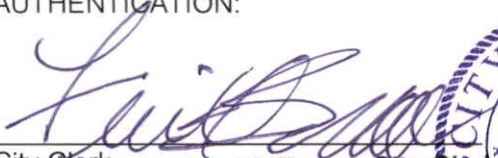
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc., signing by and through its Vice President, duly authorized to execute same.


CITY

**CITY OF SUNRISE, FLORIDA**

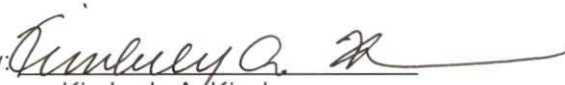
By:   
Mayor Michael J. Ryan  
10 day of October, 2023.

AUTHENTICATION:

  
City Clerk **Felicia M. Bravo, City Clerk**  
(SEAL)



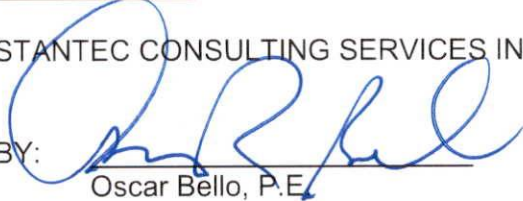
Approved as to form for the City:

By:   
Kimberly A. Kisslan  
City Attorney

CONSULTANT

STANTEC CONSULTING SERVICES INC.

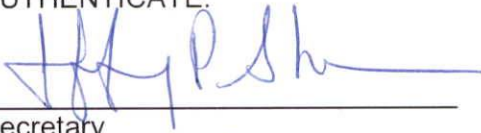
BY:

  
Oscar Bello, P.E.

TITLE: Client Service Manager

20<sup>th</sup> day of September, 2023.

AUTHENTICATE:



Asst Secretary

JEFFREY P. STONE

Please type name of Secretary

(CORPORATE SEAL)



WITNESSES:




EXHIBIT "1"

TO

PROJECT AGREEMENT No. 23-029-SC

DESIGN AND BIDDING PHASE SERVICES FOR IMPROVEMENTS

TO LIFT STATIONS (LS) 308, 310, 405, and 408

SCOPE OF SERVICES

Lift stations 308, 310, 405, and 408 are scheduled to be rehabilitated as part of the City's ongoing sewer collection system rehabilitation and replacement efforts. These stations are wet pit/dry pit configurations that are nearing the end of their useful lives and present significant maintenance challenges for City staff. The City has indicated that the stations require staff to enter tight, deep, confined spaces for maintenance purposes, and have significant site access issues due to the layout and location of the stations. Due to these issues, the City has decided to retrofit the existing wet wells to accommodate new above-ground wet well mounted wastewater pumping stations. The City has also requested evaluation of existing capacity of the lift stations and development of a design criteria.

This scope of project includes the following major components and improvements to Lift Stations (LS) 308, 310, 405, and 408:

- Existing condition, site, data and hydraulic evaluation.
- Performing field test such as pump test and cycle test.
- Preparation of preliminary design criteria Technical Memorandum (TM).
- Performing topographical survey, and other field investigations such as geotechnical borings and subsurface utility locates.
- Improvements to the station may include the following:
  - Demolition/removal of all existing equipment from the existing dry well including mounted pumps, motors, piping, valves, electrical systems, etc.
  - Partial removal and/or backfilling of the remaining dry pit with flowable fill, as required. Possibly, a new valve pit.
  - Modification of the existing wet well to accommodate new above-ground pumping station equipment, including piping, and meet the minimum Design Flood Elevation (DFE).
  - Repair of existing concrete deficiencies and application of new protective coating for wet well.
  - New discharge piping (epoxy-coated DIP) and valves for each new pumping unit with required piping and fittings to connect to an existing force main at each site (or connection to adjacent sewer manhole). Installation of new air release valves.

EXHIBIT "1"

- New equipment pad (or valve vault if feasible) with isolation valve, new air release valve, and emergency pump-out connection.
- New pressure gauges, pressure transmitters and radar level transducer with connection to existing SCADA.
- New 1-inch water service line, backflow preventor, hose-bibb and water meter/box.
- Restoration of pavement, landscape areas, and concrete sidewalks (5' wide x 6" thick). Site fencing (without privacy slats) and privacy shrubs.

All components shall be constructed in accordance, with all applicable agencies including the City utility department's lift station standard specifications and details (to be provided by the City).

The CONSULTANT shall rely on flow data provided by the City and theoretical calculations for determining sewer flows to design each lift station.

This Project Agreement (PA) will provide the engineering services to prepare detail design, assistance to obtain dry run permits and assistance during bid phase.

The CONSULTANT will prepare and submit four separate design, permitting, and procurement packages, one for each LS. Each LS design package will include the following:

- Engineering Plans
- Engineering Technical Memorandum
- Technical Specifications.

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project:

Task 1 – Project Management

*Subtask 1.1 Project Management*

The CONSULTANT will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the CITY.

The CONSULTANT will be responsible for preparation and participation in the kick off meeting, providing meeting minutes, subconsultant coordination and management, facilitate (QA/QC) reviews, submittal of deliverables, and preparing monthly progress reports and invoices.

**FPL Coordination** – As part of this task, the CONSULTANT will also work with the CITY to coordinate with FPL to identify potential power upgrades and identify lead times.

EXHIBIT "1"

**DELIVERABLES:**

- Monthly invoices with progress reports.

***Subtask 1.2 Meetings***

***Kickoff Meeting:*** The CONSULTANT shall schedule and attend a Project Kick-off Meeting for the purpose of first consulting in detail with the CITY to validate the requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements.

The CONSULTANT will prepare the agenda and meeting minutes and moderate the kickoff meeting.

**DELIVERABLES:**

- Project schedule
- Meeting minutes
- Monthly invoices

**Task 2 – Preliminary Design**

***Subtask 2.1 – Draft Technical Memorandum***

The purpose of this task is to perform topographical survey, designate and locate existing utilities using Sunshine One Call and subsurface utility locate subcontractor, perform site visit, evaluate existing flows, and LS data, develop the design criteria for improvements, and prepare preliminary site sketches.

The CONSULTANT will provide following services for LS 308, 310, 405, and 408:

Topographic survey of property - The CONSULTANT will prepare topographic survey of the property. The survey will show the property relationship to boundary, easement lines and location of above ground visible improvements.

Survey of LS and adjacent manhole - The survey will obtain rim and invert elevations with pipe size, and survey the inverts in the adjacent sanitary manhole. The survey will be prepared in AutoCAD, version 2019 or higher drawing file format. Elevations will be based on NAVD 88.

Locate utilities - The CONSULTANT will designate utilities horizontally within the subject property to the edge of the pavement or adjacent roadway. Electromagnetic detection/ground penetrating radar techniques will be used to locate utilities. These field located utilities will be plotted on the survey. Additionally, a total of eight subsurface utility excavation (SUE) locations will be performed (two at each lift station).

Geotechnical Field Investigation – The CONSULTANT will work with a subconsultant to perform four Standard Penetration Testing (SPT) borings each assumed to be 10 feet deep for the proposed force main work. A Geotech report will be provided summarizing the findings and recommendations.

Review Existing Condition – The CONSULTANT will perform a site visit to review existing site conditions and infrastructure condition. This site visit will be performed by major discipline

Authorized City Representative's Initials: hr

Authorized Consultant Representative's Initials: B

## EXHIBIT "1"

engineers. Photographic records will be captured and documented in the technical memorandum along with description of the site and condition of infrastructure.

Data Collection, and Review – The CONSULTANT will collect and review the following data based on its availability from the CITY:

- Collection system and force main system atlas
- Lift Station as-built drawings, if available
- Sewer atlas for contributing basin
- Sewer as-builts for project and adjacent areas.
- Pump curves
- SCADA flows and pressures
- Wet well levels
- Pump runtimes
- Rainfall data and seasonal flow variations
- Maintenance logs
- Flood maps

**Wastewater Flow Analysis** – The CONSULTANT will perform data review and analysis to determine peak flows for the station using the land use data to develop theoretical flows based on the County's rated sewer gallonage and the Ten State's Peak Factor, and comparing it to SCADA information. Field investigation and timed flow testing (stopwatch/drawdown) at the station will be performed. The testing will evaluate how often the pumps cycle and will estimate the volume of wastewater pumped during each cycle, based on field level readings.

The CONSULTANT will evaluate the station performance during high rain events and determine if there are indicators of infiltration and inflow (I/I) into the collection system based on SCADA data. The evaluation will also include investigating pump station performance in terms of historical start/stop information and station run times.

Based on the above evaluation the CONSULTANT will identify the best representation for a design flow into each lift station.

**Draft Design Criteria Technical Memorandum (TM)** – The CONSULTANT will develop preliminary design criteria and preliminary design plans based on the site conditions, infrastructure condition, data review, wastewater flow and hydraulic analysis. Hydraulic Calculations shall include head and flow design criteria based upon results obtained from theoretical sewer flows generated from each Lift Station's sewer basin, available pump run time, pressure, and flow data from the City's SCADA system. The CONSULTANT will rely on data provided by the City to complete its design. Further, calculations shall include control elevations, Net Positive Suction Head (NPSH), cycle time, and other relevant calculations needed to assess the adequacy of the four (4) existing wet wells (primarily with respect to depth) for the new pumping equipment.

Preliminary design of wet well expansion will be provided, if required. Design elevation for critical elements will be based on Broward County's 100 year flood stage. The design criteria will include the recommended improvements to the station based on recommended capacity, flood elevation, civil, process mechanical, structural, electrical, instrumentation and controls and landscape improvements. The design criteria will be summarized in the Technical Memorandum (TM). The TM will have a brief description of all permitting requirements. The CONSULTANT will prepare one preliminary site plan for each site and hold one preliminary site plan review meeting with the

Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: B

**EXHIBIT "1"**

City to reach a consensus on the arrangement of each site. The CONSULTANT will provide a Draft TM to the City. The City will review the Draft TM and meet with the CONSULTANT within ten (10) working days to provide comments.

**Above-ground wastewater Pumping Station Standardization** – The Consultant will review current City standards to determine if existing standard specifications and CDD requirements exist for above-ground pumping stations. In the likelihood Standards do not exist, the CONSULTANT will develop standard specifications and plans to follow similar Sunrise CDD standards. This will include review of the control panel, provisions for emergency pump out connection, Design Flood Elevation (DFE) requirements, and connections to existing SCADA. The CONSULTANT will also work with the vendor to meet minimum standard requirements.

**LS 405 Site Analysis** – The CONSULTANT will review the surveyor's survey and title search results to further understand the site's limitations. Furthermore, permitting requirements to modify the existing perimeter wall at the property and existing sewer connections will be evaluated to identify viable site design options. Two conceptual site design options and conceptual cost estimates will be developed and presented to the CITY for consideration and comments. A video conference will be held to discuss and select the preferred site layout.

**Permit Due Diligence** - The CONSULTANT will identify the required permit requirements for the four LS projects and The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. The CONSULTANT will also conduct and attend three pre-application meetings with the following agencies

- City of Weston
- Town of Davie
- Broward County Wastewater Division

Findings will be presented in the Draft-TM.

**DELIVERABLES:**

- Topographic survey
- Geotechnical Report
- Preliminary Design Sketches
- Technical Memorandum (Draft)
- Workshop Meeting Minutes
- Pre-Application Meeting Minutes

Authorized City Representative's Initials:   *JK*  

Authorized Consultant Representative's Initials:   *B*

## EXHIBIT "1"

### MEETINGS:

- Draft Technical Memorandum (TM) – review meeting to discuss all review comments and proposed revisions.
- The CONSULTANT to provide meeting minutes.
- Pre-Application Permit Meetings.
- LS 405 Virtual Meeting to discuss options

### ***Subtask 2.2 Final TM & 30% Design Plans***

The CONSULTANT will finalize the Draft TM based on the City comments and workshop findings. The 30% Design Plans will be based on the final TM for each lift station. The plans will illustrate the basic components of the Project including the size, scale, location, dimensions, layout, and character of each major design feature including the following:

- Civil Site Plan
- Mechanical Plan and Section
- Electrical Site Plan

The City will review the preliminary design drawings and meet with the CONSULTANT within ten (10) working days to provide comments.

The CONSULTANT will provide preliminary design drawing package to the City. The City will review the preliminary design and meet with the CONSULTANT within ten (10) working days to provide comments. The CONSULTANT will progress to 90% design based on the comments from the City.

### MEETINGS:

- Final TM & 30% Workshop
- The CONSULTANT to provide meeting minutes.
- Follow-up pre-application with Broward County Sewer in case of flow changes.

### DELIVERABLES:

- Final TM
- 30% Design Drawings
- Technical Specifications (Table of Contents)
- 30% Opinion of Probable Cost (OPC) (Class 4)
- Electronic MS Excel comment log file for incorporation of all review comments and responses
- Meeting Minutes of Draft & Final TM Workshops

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## EXHIBIT "1"

### ***Subtask 2.3 30% Design Documents Internal Review***

The CONSULTANT will submit the 30% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

### **Task 3 – Detailed Design Phase**

#### ***Subtask 3.1 - 90% Design Documents***

CONSULTANT will develop design documents to produce a 90% design deliverable based upon the final Design Criteria Technical Memorandum and latest CITY review comments. Submittal documents will be provided to the CITY for review and written responses to all comments will be provided along with the necessary changes made to the contract documents.

The 90% design completion level will consist of the following:

The CONSULTANT will develop 2D drawings of the project using record drawings of the existing facility provided by CITY in PDF format. The 90% design completion level for drawings consists of the following as appropriate for the specific design package:

- General – Cover, Abbreviations, Notes-Symbols-and-Abbreviations, Water and Sewer Sanitary Sewer Details and Notes, Survey
- Civil – General Notes, Existing Condition Plans with proposed construction staging area, Construction Site Plans, Demolition Plans, Paving, Grading and Drainage, Yard Piping, Details
- Architectural – n/a
- Structural – General Notes and Details, Vault-Wet Well Plans, Sections, and Enclosure.
- Mechanical: Existing Lift Station Demolition, Plan & Section, Mechanical Details.
- HVAC – n/a
- Plumbing – n/a
- Fire Protection – n/a
- Electrical – General Notes, Site Plan, Single-Line Diagram, Demolition, Equipment Relocation, Equipment Layout, Power Layout, Lightning Protection and Grounding, Telecommunications, Security, Typical Riser Diagrams, Standard Details.
- I&C – Standard symbols and Abbreviations, Standard Details, Process and Instrumentation Diagram.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

## EXHIBIT "1"

The CONSULTANT will develop the following updated calculations as appropriate for the specific design package:

- Electrical Load Calculations
- Updated Hydraulic Calculations
- Updated wastewater flow calculations

The CONSULTANT will develop a full set of draft project specifications. The CITY's standard front end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices) shall be used for bidding the project. Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY'S standard front end documents.

### **Temporary Construction Easements**

As part of this 90% subtask, the CONSULTANT will prepare a sketch and description of four Temporary Construction Easements, one at each lift station's property. The sketches will meet the surveying requirements as outlined in Rules 5J-17 of FAC.

### **Design Document Review**

The CONSULTANT will submit the design documents for review. The review process will consist of the following steps:

- CONSULTANT will submit the 90% design documents for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a ten (10) working day period, at the end of which, a review meeting will be held with the presence of all parties.
- Within ten (10) working days from receipt of comments, CONSULTANT shall acknowledge and accept all comments or clearly justify in writing for the CITY review and concurrence the reasons for not including specific comments in the design.
- When comments require substantial re-configuration or design changes, CONSULTANT will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.
- After the receipt and resolution of comments on the submittal, the CONSULTANT will incorporate and submit responses, proposed resolutions, and resolution verifications.

### **DELIVERABLES:**

- Draft Temporary Construction Easement Sketch for each LS
- 90% Design Drawings
- 90% Technical Specifications
- 90% Opinion of Probable Cost (OPC) (Class 3)
- Electronic MS Excel comment log file for incorporation of all review comments and responses

### **MEETINGS:**

- 90% Design – review meeting to discuss all review comments and proposed revisions.
- 90% Workshop Meeting Minutes.

Authorized City Representative's Initials ML

20

Authorized Consultant Representative's Initials JB

**EXHIBIT "1"**

***Subtask 3.2. 90% Design Documents Internal Review***

The CONSULTANT will submit the 90% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

***Subtask 3.3 – Sunrise CDD Permitting***

Using the input on the 90% design documents received in the prior task, the CONSULTANT will revise the design drawings and submit (4) separate signed and sealed Permit package to the City of Sunrise Community Development Department (CDD) to obtain an Engineering Permit and Planning & Zoning Permit. As part of this task the CONSULTANT will perform the following subtasks:

- Submit Permit Set of plans and Final TM to CDD for review
- Address up to three rounds of comments from CDD
- Facilitate permit submittals to CDD (includes prints of hardcopies)

**DELIVERABLES:**

- Electronic plans submittal.
- Up to three electronic resubmittals.
- Electronic MS Excel comment log file for incorporation of all review comments and responses.

***Subtask 3.4 – 100% Design Documents***

The CONSULTANT shall incorporate into the 100% documents modifications resulting from the first round of CDD permitting for the Lift Stations 308, 310, 405 and 408 improvements Project. The CONSULTANT will also revise the specifications and submit for CITY review. The CONSULTANT will conduct a design workshop to review the 100% Design Documents and CITY comments.

Comments from the City's 100% review will be incorporated into final documents and will be signed and sealed for submittal to the appropriate permitting agencies for permitting dry run. All associated submittals required for permitting will be provided.

**EXHIBIT "1"**

Estimate of the Cost of Construction. The CONSULTANT shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the CONSULTANT unless the Design for Construction is changed upon authorization by the CITY. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the CONSULTANT to proceed with preparation of the Design for Construction, the CITY may establish and communicate to the CONSULTANT a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Design for Construction to the CITY, the CONSULTANT shall adjust the Estimate of the Cost of Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the CITY and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the CITY may require the CONSULTANT, without additional cost to the CITY, to consult with the CITY and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit if the CONSULTANT has exhibited clear and convincing negligence in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit. Providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;

**DELIVERABLES:**

- Signed and Sealed 100% Design Drawings (Permit-Ready) (and specifications if required)
- 100% Opinion of Probable Construction Cost (OPC) (Class 2)
- 100% Technical Specifications
- 100% Workshop Meeting Minutes

**MEETINGS:**

- 100% Design – review meeting to discuss all review comments and proposed revisions.
- The CONSULTANT to provide meeting minutes.

***Subtask 3.5 – Permit Phase***

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. The following permits are included as part of this scope:

- Town of Davie Building and Engineering Department
- City of Weston Building and Engineering Department
- City of Weston CDD
- Broward County Surface Water General Permits

EXHIBIT "1"

- Florida Department of Environmental Protection – For Construction of a Domestic Wastewater Collection System delegated to Broward County
- Broward County Permit

The CITY shall be responsible for all permitting fees and the CONSULTANT shall provide other supporting documentation as may be required by permitting agencies. It is acknowledged by the CITY that the period required for obtaining permit review is beyond the control of the CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to the permitting agency requests for information. CONSULTANT will submit permitting information and respond to requests for information expeditiously.

**Task 4 – Bidding Services**

Each Lift Station will be advertised as an individual Bid Package with separate Bid Sets and Specification Book.

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

**Solicitation of Bids** - The CONSULTANT shall provide a draft bid worksheet, bid advertisement and two (2) sets of full "D" size signed/sealed contract documents and final opinion of probable construction cost and provide to the City's Project Manager prior to the bid. The CONSULTANT shall provide one (1) consolidated bid package, for the four Lift Stations. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project during normal business hours for all prospective bidders. The CONSULTANT shall provide prospective bidders with electronic and hard-copies of the bid sets upon request by prospective bidders to be reimbursed by the prospective bidders for the actual cost of reproduction of the documents plus handling. The CONSULTANT shall assist the CITY in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of one (1) pre-bid conference and attending a site visit for each of the four lift stations; the maintenance of a record of all prospective bidders to whom bidding documents have been issued; delivery of construction documents to prospective bidders and the receipt and processing of payments for bidding documents;

**Addenda** - The CONSULTANT shall prepare for CITY approval up to three (3) written addenda for the Lift Stations 308, 310, 405 and 408 Improvements project as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY and shall be reimbursed for the actual costs of reproduction at the same reproduction rate as the original bid package or any special mailing. There shall be no additional charges for amendments or clarifications. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' questions and comments at any time during the bidding process.

**Evaluation of Contractors and Suppliers** - The CONSULTANT shall review received bid packages, and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder.

Authorized City Representative's Initials: HL

Authorized Consultant Representative's Initials: JB

**EXHIBIT "1"**

**Conformed Construction Drawings and Specifications** - The CONSULTANT shall incorporate into the Bid Set, modifications resulting from the bid-phase period addenda for the Lift Stations 308, 310, 405, and 408 Improvements Project. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project.

**Service Schedule**

The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within 10 working days of said submittal. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "1"

Assumptions and Exclusions:

1. It is assumed a new wet well is not required.
2. Permitting reviews will be performed in parallel for the Four (4) LS where possible
3. There will be limited landscaping (only new shrubs) and no lighting improvements for the sites. Site fencing will not include privacy slats as part of this design.
4. Hydraulic modeling to evaluate existing and future condition (including changes in population or usage over time) is not included as part of this scope.
5. The existing SCADA panels at each station will be existing to remain. If it is determined that the bottom of the panels to not meet the minimum Design Flood Elevation (DFE) they will be raised as needed. The new panels will be configured with the existing SCADA. It is assumed the existing SCADA antenna will be kept.
6. LS 308, 310, and 408 seem to fall within an existing easement, however, this will be verified during Preliminary Design. A sketch and legal for the three lift stations is not included as part of this scope.
7. The above-ground wastewater pumping stations are equipped with a by-pass pump-out connection. However, consultant will be required to design for replacement and relocation of each pump-out connection.
8. Design of a submersible pump station for LS 405 is not included as part of this proposal.
9. Conceptual Arc Flash and drainage calculations are not included as part of this scope.
10. It assumed that the wet well structural inspection will take place during construction and facilitated by the selected CONTRACTOR.
11. The City will perform an easement research of LS 405. Developing an easement sketch for LS 405 is not required as part of this scope.
12. A Broward County Environmental Resource License for work in Wetlands or Surface Waters is not anticipated as part of this project.

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EXHIBIT "2"

TO

PROJECT AGREEMENT  
DESIGN AND BIDDING

PHASE SERVICES FOR IMPROVEMENTS TO LS 308,310,405 and 408

PROJECT SCHEDULE

Task/Description	Task Completion Duration (Days)	Task/ Completion in Days Following Authorization
<b>Project Management</b>		
Task 1.1 - Project Management	0	529
Task 1.2 - Meetings		
<b>Preliminary Design</b>		
Task 2.1 - Draft TM	84	84
Task 2.2 – Final TM & 30% Design Plans	42	126
Task 2.3 – 30% Design Documents Internal Review	21	147
<b>Detailed Design Phase</b>		
Task 3.1 – 90% Design Documents	77	224
Task 3.2 – 90% Design Documents Internal Review	21	245
Task 3.3 – Sunrise CDD Permitting <sup>1</sup>	90	335
Task 3.4 – 100% Design Documents <sup>3</sup>	14	349
Task 3.5 – Permit Phase	90	439
<b>Bid Phase</b>		
Task 4 – Bidding Services <sup>2</sup>	90	529

Notes:

1. 90 days have been assumed to obtain permit approval from the City of Sunrise CDD Department.
2. 90 days have been assumed for bidding services.
3. Denotes project milestone item per Section 2.9.3 of this Project Agreement.

Authorized City Representative's Initials: SR

Authorized Consultant Representative's Initials: BS



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6A

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Proclamation proclaiming March 10, 2026 as Hazelle P. Rogers Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

---

**Background:**

See attached proclamation

---

**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### Hazelle P. Rogers Day

**WHEREAS**, Hazelle P. Rogers, County Commissioner for District 9, was born in Kingston, Jamaica, and immigrated to the United States in 1969 to reunite with her mother in New York, later relocating to Florida in 1982 where she built a distinguished legacy of public service and community leadership; and

**WHEREAS**, Commissioner Rogers began her historic political journey in 1996 when she was elected to office in the City of Lauderdale Lakes, becoming the first individual from the English-speaking Caribbean American community elected to public office in the southeastern United States, and faithfully served for 12 years, including as President of the Broward League of Cities in 2004; and

**WHEREAS**, in 2008, she was elected to the Florida House of Representatives, becoming the first Jamaican and only the second person from the English-speaking Caribbean to serve in that body, where she served as Democratic Deputy Whip and Democratic Ranking Member on the House Transportation & Economic Development Appropriations Subcommittee; and

**WHEREAS**, throughout her legislative tenure, Commissioner Rogers successfully championed impactful legislation, including reforms to streamline private motor vehicle title transfers, improvements to substance abuse and mental health service delivery, protections for school districts donating surplus food to charities, and advocacy for in-state tuition opportunities for undocumented students; and

**WHEREAS**, her exemplary leadership and service have been recognized through countless honors and awards, including induction into the Broward County Women's Hall of Fame, the Florida League of Cities Legislative Appreciation Award, the Florida Association of Counties Champion Award, the Jamaican American Bar Association Legislative Award, and the prestigious Order of Distinction (Commander Rank) from the Government of Jamaica; and

**WHEREAS**, in November 2016 she served as Mayor until her election in November 29, 2022, when she was sworn in as Broward County Commissioner for District 9; and

**WHEREAS**, Commissioner Rogers is an advocate for economic development, small business growth, international trade, and educational advancement, while actively supporting community organizations, scholarship initiatives, and charitable causes.

**Now, THEREFORE**, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim March 10<sup>th</sup>, 2026, as **Hazelle P. Rogers Day** in the City of Sunrise, and encourage all to celebrate her extraordinary leadership and dedication to public service.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

\_\_\_\_\_  
Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6B

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Presentation of the Teacher of the Month Award for March 2026 to Carolaym Gutierrez, Sandpiper Elementary School. Kevin Pickard, Director of Leisure Services.

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**Funding:**

001.49.60.519.504801 - Public Relations

**Amount:**

\$50.00

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**ATTACHMENTS:**

March 2026 Teacher of the Month- Carolaym Gutierrez

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**Background:**

The City Commission approved the Teacher of the Month program to run from October through May of the school year, as a way to recognize our outstanding Sunrise teachers. The principal from each Sunrise school selects a teacher that best represents the qualities befitting a Teacher of the Month recipient.

In recognition of their efforts to make a difference in the lives of the children of Sunrise, these nominees will each receive the Teacher of the Month award at a City Commission meeting and a \$50.00 gift card.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Karen Gallagher

Phone: 954-747-4620

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services.

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**City Manager:**

Authorized for agenda placement

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**Teacher of the Month – March 2026**  
Sandpiper Elementary School- Carolaym Gutierrez

Sandpiper Elementary is proud to nominate **Carolaym Gutierrez**, Autism Spectrum Disorder Teacher for the March 2026 Teacher of the Month recognition.

Ms. Gutierrez' journey as an educator began in Guatemala City, where, at eighteen years old, she stood before her first classroom at Valley of the Angels, a school whose primary purpose was to serve orphans. Although many of her students faced unimaginable challenges, they carried them with hope. During her time there, she realized how education can change someone's life. Although academics are a big part of education, it is more about giving children a safe environment where they can dream and feel they belong.

Ms. Gutierrez carried that dream with her when she moved to the United States. Although starting over was not easy, she began to work as an afterschool counselor, later as a supervisor, and now serves as an Autism cluster teacher.

In her own words, Ms. Gutierrez shares that what inspires her are the milestones, whether big or small, which are part of the classroom every day. It is the nonverbal student discovering their voice, the child who once avoided social interaction now initiating play with a peer, or when a student realizes that he can complete a task independently for the first time. Looking back, she says that her journey from Guatemala to the United States has made her realize her commitment to creating a safe environment where every student grows academically, socially, and emotionally.



## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6C

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Presentation of the Youth Athlete of the Month Award for March 2026 to Jenessi Fernandez and Lucas Quiroga from the Travel Soccer program. Kevin Pickard, Director of Leisure Services.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

March 2026-Youth Athlete of the Month

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**Background:**

The Sunrise City Commission established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at \$25.00, which is redeemable as payment towards various Leisure Services Programs. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Richard Devaux

Phone: 954-747-4617

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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**City Manager:**

Authorized for agenda placement

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## March 2026 Youth Athlete of the Month Travel Soccer

**Athlete:** Jenessi Fernandez

**Coach:** Bruce Konners

Jenessi Fernandez is a 14- year old student at Pembroke Pines Charter School and a participant in the Sunrise Girls Travel Soccer Program.

### **Comments from her Coach:**

Jenessi Fernandez has shown incredible growth and heart for the game. She faces every challenge with determination and refuses to let obstacles stand in the way of her goals. Through her hard work and dedication, Jenessi has elevated her skills and consistently stepped up when the team needed her most. Her positive attitude never waivers, she brings energy, encouragement, and resilience to every practice and game. As a true team player, Jenessi supports her teammates, puts the team's success first, and leads by example both on and off the field.

**Athlete:** Lucas Quiroga

**Coach:** Bruce Konners

Lucas Quiroga is a 13- year-old student at Everest Charter School and a participant in the Sunrise Boys Travel Soccer Program.

### **Comments from his Coach:**

Lucas embodies the true spirit of soccer, combining raw talent with a leadership style that elevates everyone around him. What sets him apart is his relentless pursuit of self-improvement. He is never satisfied with the status quo, often organizing extra practices on off days and encouraging his teammates to join him in honing their craft. His positive outlook is infectious; whether the team is up by three or trailing in the final minutes, Lucas remains a source of motivation, carrying the squad with grit and unwavering determination.

Beyond his skills on the pitch, Lucas demonstrates a level of maturity and respect that is rare for his age. He has a deep-rooted love for the game and a profound appreciation for his teammates and coaching staff. Even in the face of defeat, he gives 100%, proving that his character is just as strong as his athleticism.

He doesn't just play the game—he leads it.



## AGENDA ITEM REQUEST

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**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6D

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Presentation of the Outstanding Performance Award for March 2026 Rae Rajkumar, Administrative Assistant III. Rodrigo de Castro, Director of Utilities.

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**Funding:**

001.16.10.513.504907 - Employee Appreciation

**Amount:**

\$50.00 Gift Card

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**ATTACHMENTS:**

OPA March 2026 - Rae Rajkumar

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**Background:**

The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a \$50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for March 2026:

- Rae Rajkumar - Administrative Assistant III - Utilities Department

The employee will be presented with a certificate of recognition and will receive a \$50.00 American Express gift card.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

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**Department Head Name and Title:**

Rodrigo de Castro, Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**NOMINATION FOR OUTSTANDING PERFORMANCE AWARD**

*The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization*

**Employee Name:** Rae Rajkumar

**Job Title:** Administrative Assistant III

**Department/Division:** Utilities/ Administration

I hereby nominate Rae Rajkumar for the Outstanding Performance Award for the reasons stated below:

See attached nomination.

A handwritten signature in blue ink, appearing to read "Rodrigo de Castro and Sangeeta Dhulashia".

Rodrigo de Castro and Sangeeta Dhulashia

2/3/26

**Name and Signature of Nominator**

**Date**

A handwritten signature in blue ink, appearing to read "Rodrigo de Castro".

Rodrigo de Castro

2/3/26

**Name and Signature of Director**

**Date**

### **Nomination for Outstanding Performance Award – Rae Rajkumar**

Rae Rajkumar serves as the Administrative Assistant III for the Utilities Department and began her career with the City of Sunrise on June 26, 2023. Since joining the Department, she has quickly become an invaluable member of the team.

Rae works closely with both the Department Director and Deputy Director and has been instrumental to the overall success and daily operations of the Utilities Department. She consistently demonstrates professionalism, reliability, and a strong commitment to excellence.

Over the past year, the Department experienced staffing shortages in two critical positions, Administrative Officer II and Payroll Specialist. Rae stepped up without hesitation to help bridge these gaps. She received payroll training and successfully processed weekly payroll for approximately 300 employees for several months, ensuring accuracy and continuity of operations.

In addition, Rae collaborates closely with the Human Resources and Payroll teams and frequently receives praise for her responsiveness, efficiency, and high-quality work.

Rae has excellent interpersonal skills, fosters a positive work environment, and is always willing to assist and motivate others. Her dedication, adaptability, and team-oriented attitude truly exemplify outstanding performance.

For these reasons, and many more, we are proud to nominate Rae Rajkumar for the Outstanding Performance Award.



## AGENDA ITEM REQUEST

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**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6E

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Recognition of service time and dedication for employees that are retiring from City service awarded to: Rodrigo Castro, Police Officer, Police Department; Richard Cytacki, Driver Operator, Fire Rescue Department; and Lutchmie Supan, Senior Utility Billing Specialist, Finance and Administrative Services Department.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

The City Commission wishes to recognize employees who retire from City employment and to thank them for their service time and dedication.

The following employees will retire from City service during the month of March and April 2026:

**March**

**Rodrigo Castro, Police Officer, 26+ years of service (2000-2026)**

- Police Officer (2000-2026)

**April**

**Lutchmie Supan, Sr. Utility Billing Specialist, 22 years of service (2004-2026)**

- Public Service Specialist (2004-2011)
- Sr. Utility Billing Specialist (2011-2026)

**Richard Cytacki, Driver Operator, 31+ years of service (1994-2026)**

- Firefighter (1994-2010)
- Driver Operator (2010-2026)

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Jami Ketchup, Director of HR

Phone: 954-838-4522

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**Department Head Name and Title:**

Daniel Ransone, Chief of Police, John McNamara, Fire Chief

Susan Nabors, Director of Finance and Administrative Services

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**City Manager:**

Authorized for agenda placement

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## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6F

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Proclamation proclaiming the Month of March 2026 as Florida Bicycle Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

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**Background:**

See attached proclamation.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### Florida Bicycle Month

**W**HEREAS, the State of Florida recognizes the month of March as Florida Bicycle Month, promoting bicycling as a safe, healthy, and sustainable mode of transportation and recreation; and

**W**HEREAS, the City of Sunrise is committed to enhancing the quality of life for its residents by supporting initiatives that encourage active lifestyles, environmental stewardship, and alternative transportation options; and

**W**HEREAS, for more than a century, the bicycle has been an important part of the lives of many Americans; and

**W**HEREAS, during Florida Bicycle Month, millions of Floridians will experience the joys of bicycling through educational programs, races, commuting events, trail workdays, helmet promotions, charity events or just getting out and going for a ride; and

**W**HEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation; and

**W**HEREAS, creating a bicycle-friendly community has been shown to improve your health, well-being, quality of life, improve traffic safety, support student learning outcomes, and reduce pollution, congestion, and wear and tear on our streets; and

**W**HEREAS, the City has developed and expanded miles of on-street bike lanes along key corridors including NW 44th Street, Sunset Strip, NW 64th Avenue, and Weston Road, improving connectivity between neighborhoods, parks, schools, and commercial areas; and

**W**HEREAS, Sunrise adopted a Bicycle & Pedestrian Greenways & Trails Master Plan to guide the long-term development of safe, continuous sidewalks, greenways, and bicycle facilities throughout the community; and

**W**HEREAS, through Complete Streets initiatives and roadway improvements, the City has incorporated dedicated bike lanes, buffered lanes, enhanced crossings, and multi-modal design elements to increase safety for cyclists and pedestrians alike.

**N**OW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the month of March 2026 as: **Florida Bicycle Month** in the City of Sunrise.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

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Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6G

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Proclamation proclaiming March 8th, 2026 as International Women's Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

---

**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

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**Background:**

See attached proclamation.

---

**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

---

**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### International Women's Day

**W**HEREAS, International Women's Day is a time to celebrate the progress made by women over generations and across the entire world, while looking forward towards all that women have yet to achieve; and

**W**HEREAS, during International Women's Day we celebrate acts of courage and determination by ordinary women who have played extraordinary roles in history. Women have played vital roles worldwide socially, economically, culturally, and politically; and

**W**HEREAS, the 2026 theme of International Women's Day is Rights. Justice. Action. For ALL Women and Girls, focusing on dismantling structural barriers, discriminatory laws, and weak legal protections.

**W**HEREAS, we stand in solidarity with women here in Sunrise and all around the globe who face discrimination based on their gender, especially when compounded by the additional systemic barriers of racism, xenophobia, disability, or sexual orientation; and

**W**HEREAS, International Women's Day is a day to celebrate the collective power of women, spotlight the achievements of women worldwide, recognize challenges women face, focus greater attention on women's rights and gender equality, and encourage and mobilize all people to do their part to bring about positive change.

**N**OW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim March 8<sup>th</sup>, 2026 as: **International Women's Day** in the City of Sunrise and encourage all to recognize and honor the invaluable contributions of women in our community and to support efforts that advance equality, opportunity, and empowerment for all women and girls.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

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Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6H

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

---

**Item Description:**

Proclamation proclaiming the Month of March 2026 as Women's History Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scutto.

---

**Funding:**

N/A

**Amount:**

N/A

---

**ATTACHMENTS:**

Proclamation

---

**Background:**

See attached proclamation.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

---

**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### Women's History Month

**W**HEREAS, every March Women's History Month provides an opportunity to honor the generations of trailblazing women and girls who have built our Nation, shaped our progress, and strengthened our character as people; and

**W**HEREAS, throughout our history, despite hardship, exclusion, and discrimination, women have strived and sacrificed for equity and equality in communities across the country. American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**W**HEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

**W**HEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

**W**HEREAS, women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

**W**HEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**W**HEREAS, let us recognize that fundamental freedoms are interconnected: when opportunities for women are withheld, we all suffer; and when women's lives are improved, we all gain. Let us strive to create a community where every woman knows that her possibilities know no bounds in America; and

**W**HEREAS, the 2026 theme for Women's History Month is Leading the Change: Women Shaping a Sustainable Future. This theme honors women who are reimagining and rebuilding systems for long-term sustainability across environmental, economic, educational, and social sectors.

**N**OW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the month of March 2026 as: **Women's History Month** in the City of Sunrise.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

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Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** City Clerk

**Item Title:** Appointment

**Item Number:** 7A

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26060

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**Item Description:**

A Resolution of the City of Sunrise, Florida, appointing a member to the Sustainability Advisory Board and acknowledging the resignation of a member from the Board; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

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**Funding:**

001.10.10.511.504903 - Boards

**Amount:**

\$400.00 - estimated reimbursement to board member for FY 2026 for the months of March through September.

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**ATTACHMENTS:**

ATY Resolution - C26060  
2026 Applicant Summary List SAB\_2.18.26

LAWRENCE SZELIGA\_APPLICATION  
2026 Advisory Board Roster SAB

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**Background:**

On November 9, 2010, the City Commission adopted Ordinance No. 527 which established a 9-member Sustainability Advisory Board with a high school student serving in an ex-officio capacity. This ordinance was structured with preferred disciplines/categories; however, the Commission may appoint multiple persons to the same discipline/category. The City Commission as a body must choose the members that meet a specific mix of membership criteria for a one-year term. Currently, there is one vacancy on the board due to the recent resignation of Edwin Dorsainvil. The new board member's term will begin immediately and end on December 31, 2026.

One application was received from City resident, and previous SAB member, Mr. Larry Szeliga. Mr. Szeliga meets the disciplines/requirements of the board and would serve as a resident-at-large.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Felicia M. Bravo, City Clerk

Phone: 954-746-3331

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**Department Head Name and Title:**

Felicia M. Bravo, City Clerk

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPOINTING A MEMBER TO THE SUSTAINABILITY ADVISORY BOARD AND ACKNOWLEDGING THE RESIGNATION OF A MEMBER FROM THE BOARD; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 2-250.9 of the Code of the City of Sunrise, Florida, provides for the Sustainability Advisory Board (Board) to consist of nine (9) members in preferred disciplines/categories and one (1) ex-officio non-voting high school student member; and

WHEREAS, a Board member has resigned, and a new member must be appointed to fill the vacancy; and

WHEREAS, after extensive advertising and solicitation of various professionals, one (1) applicant has applied for membership on the Board; and

WHEREAS, the City Commission has reviewed the application and is ready to appoint the applicant to the Board.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Pursuant to Section 2-250.9 of the Code of the City of Sunrise, Florida, the following applicant is hereby appointed to become a member of the City of Sunrise’s Sustainability Advisory Board, in the discipline/category identified below, effective immediately and for a term ending on December 31, 2026, and until their successor is appointed:

<u>Name of Member</u>	<u>Discipline/Category</u>
-----------------------	----------------------------

Section 2. Pursuant to Section 2-78 of the Code of Ordinances of the City of Sunrise, Florida, and Resolution No. 08-152, as amended, voting members of City of Sunrise Boards shall be reimbursed for expenses incurred in connection with Board business at a rate of fifty dollars (\$50.00) per meeting attended, not to exceed twelve (12) such reimbursements during each fiscal year.

Section 3. The resignation of Edwin Dorsainvil as a member of the Sustainability Advisory Board is hereby acknowledged.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**2026 SAB APPLICANT FLOW CHART**

NEW APPLICATIONS								
NAME:	ADDRESS:	TELEPHONE NUMBER:	EMAIL ADDRESS:	DISCIPLINE:	2025 BOARD AND APPOINTEE	2026 FIRST CHOICE	2026 SECOND CHOICE	NOTES:
SZELIGA, LAWRENCE	2395 NW 81 AVE. SUNRISE, FL 33322	954-400-8365	<a href="mailto:tibbs.4358@gmail.com">tibbs.4358@gmail.com</a>	RESIDENT AT LARGE	SAB - COMMISSION	SAB		

## Application Form

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### Profile

Mr. Lawrence Szeliga  
Prefix First Name Last Name

2395 NW 81 Avenue \_\_\_\_\_  
Home Address Suite or Apt

Sunrise FL 33322  
City State Postal Code

tibbs.4358@gmail.com  
Email Address

Mobile: (954) 400-8365 \_\_\_\_\_  
Primary Phone Alternate Phone

### Current or Former Employer

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retired

former construction  
specialist  
Job Title

## Duties

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Under City of Fort Lauderdale Housing and Community Development program guidelines take all necessary steps to repair, renovate or replace Single family, multifamily, commercial and industrial structures . Investigate and thoroughly inspect residential and commercial properties. Set up construction files for projects with checklist and all pertinent subdivisions in place. Files must be in order in case of review by OIG, FBI and BSO offices. Investigate /research residential and commercial properties. From the property records office go through micro-film obtain all plans if available, Use community plus program to obtain building permit history and code violations, liens. Go to FEMA site for flood zone status. Meet owner examine his/her needs ask questions regarding deficiencies-noises, leaks, electrical shocks etc. Hand out lead pamphlet and explain content and get owners signature on lead based paint acknowledgement form. Make thorough initial inspection on exterior and interior for unpermitted work and illegal additions. Inspect roof, ceiling, floor joists, floor slab, windows, doors, walls, beams, structural system, electrical, mechanical/ HVAC and plumbing /water heater, sinks, faucets, water closets, tubs and showers etc. Photograph and document all found deficiencies. Inspect the attic and floor joist system beneath structure if required. If structure is in very poor condition/ unsafe, have consulting structural engineer inspect and recommend demolition. Have new structure designed if required. Fill out Housing Quality Standards HQS form with all findings. Print all inspection photographs. Draw an "as built" plan and a proposed plan. Remove all code violations, health and life safety problems, Order a lead test, review results with owner, and generate a scope of work on all repair/rehab to be made along with a Cost Estimate staying within program guidelines. Review all work to be done with owner and obtain their approval. Generate environmental review if required based on grant source. Send scope of work to procurement office and they will send job out to bid. Open and review all bids, keep three lowest bids in construction file. Contact owner and have them sign off on the low bidder. Award general contractor. Arrange for an owner/general contractor meeting, exchange contact information, obtain signatures for permits, get contractor timeline for construction. A Pre-construction meeting is followed on site to reviewing everything on scope of the work once more to eliminate any confusion. Once construction begins make inspections, generate progress payment forms, obtain all signatures on form, if problems occur and additional work is needed generate a change order for general contractor again obtain all required signatures, make regular inspections at least twice a week until finished. Make final inspection, get homeowner to sign off final inspection form, fill out Contractor Performance Evaluation Form CPE and get supervisor to sign off. Generate Release of Liens form, Warranty form and print out permit history making sure all work has passed and all permits are closed out. Check Broward County website for Notice of general contractor completion. Generate final payment request and again get all required signatures. Make ADA assessments of all city structures and make recommendations and designs to comply with current FBC, ADA and NPPA101. Currently I am building a five bedroom three bathroom single family residence using Green building technology utilizing superior electrical, mechanical , plumbing and landscape design making the home incredibly energy efficient and so much more like the fact i perform all the environmental reviews needed when we are using CDBG funding.

## Years Employed

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16

**Do you have a contract with the City of Sunrise or are you a vendor? \***

---

No

**Do you work with a company that has a contract with the City of Sunrise? \***

---

No

**Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? \***

No

**Which Boards would you like to apply for?**

Sustainability Advisory Board: Submitted

**Which of the boards you selected above is your first choice? \***

Sustainability Advisory Board

Question applies to Sustainability Advisory Board

The City Commission will give preference, where possible, to persons who meet the following criteria. Please select up to two options that apply to you:

Question applies to Sustainability Advisory Board

**Select the option that applies to you:**

resident who is actively engaged as a licensed arborist in connection with sustainable development and environmental issues.

**Briefly describe why you would like to serve on this advisory board:**

I believe in giving back and feel the city of Sunrise desperately need of people who care as i do.

**Describe the qualifications, skills and abilities you possess that would directly benefit this board:**

experience..... City of Ft. Lauderdale Housing & Community Development Department November 2007-to February 2022 □ Construction Review Specialist - rehab /build single family, multi-family and commercial projects. City of Fort Lauderdale Architects Office July 2007-November 2007 □ Architects assistant on multiple city projects including first LEED certified building at Executive Airport and fire station design. Robert Vick Architect P.A. Ft. Lauderdale, FL. May 2003-2007 □ Project Manager for exclusive residential and commercial projects. Falkanger Snyder Martineau & Yates Architects Ft. Lauderdale FL. June 2001-April 2002 □ Job Captain for exclusive residential projects. Lawrence Kramer Architect P.A. Ft. Lauderdale FL. October 1979-October 2000 □ Project Manager for Industrial, Commercial and residential projects. Responsible for the production of Site, Landscape, Architectural, Electrical, Mechanical and Plumbing construction documents using AutoCAD, also, building models, generating perspectives and making presentations to clients and local governmental boards. Knowledge of FBC, NEC ,NFPA 101,ADA, ULDR, AutoCAD proficient, excellent graphic and model skills, Efficient and dedicated. I generate all the Environmental reviews required by HUD when we are using CDBG funding

**List your education background and area of study:**

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Masters Degree City Planning- Florida Atlantic School of Architecture - need six classes to complete degree 5 year accredited Bachelors of Architecture Degree - Florida Atlantic School of Architecture - December 2008 Associates Degree in Building Construction – Broward Community College - June 1992

Describe your involvement in the Sunrise community:

**Sunrise Organization**

---

sustainability board member

**Number of Years**

---

10

**Office(s) Held/Responsibilities**

---

none-just board member

**Sunrise Organization**

---

planning and zoning board

**Number of Years**

---

2

**Office(s) Help/Responsibilities**

---

none-just board member

**Are you a resident of the City of Sunrise?**

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Yes  No

**Are you a resident of Broward County?**

---

Yes  No

**Are you a citizen?**

---

Yes  No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

**How many hours per month are you willing to commit as a volunteer?**

---

as needed

If you are not appointed to a board at this time . . . .

**Would you like to be considered for appointment to a board if a vacancy occurs?**

---

Yes  No

Mr. Lawrence Szeliga

## ACKNOWLEDGEMENT:

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I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

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I Agree

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

[Existing Board Member](#)

[New Board Member Applicant](#)

# 2026 Sustainability Advisory Board Roster

**Meeting Information:** 2nd Wednesday of the month at 6:00 p.m.  
 Flamingo Park Meeting Room  
 12855 NW 8th Street  
 Sunrise, FL 333

**Board Liaison:** Carrie Kashar - Sustainability Officer - 954-888-6043  
**Board Secretary:** Donna Moore - 954-888-6023  
 9 - Member Board and 1 ex-officio HS Member

NAME:	ADDRESS:	TELEPHONE:	EMAIL ADDRESS:	DISCIPLINE:
Marcus Austin	11940 NW 30 Place Sunrise, FL 33323	954-445-0695	<a href="mailto:marcusaustin.47ma@gmail.com">marcusaustin.47ma@gmail.com</a>	Developer
<b>VACANT</b>				Resident at Large
Michele De Freitas	3020 NW 125th Ave, Unit 315, Sunrise, FL 33323	347-282-7600	<a href="mailto:michele.defreitas21@gmail.com">michele.defreitas21@gmail.com</a>	Sustainability Coordinator
Natasha Inniss	9311 NW 25 Ct Sunrise, FL 33322	305-213-9475	<a href="mailto:garnetcobalt@gmail.com">garnetcobalt@gmail.com</a>	Resident at Large
N Skye McCloud	3887 NW 122 Terrace, Apt. 216 Sunrise, FL 33323	954-529-5651	<a href="mailto:nskymccloud@gmail.com">nskymccloud@gmail.com</a>	Environmentalist or Pro-Environmental Advocate
Sanisa Osborne ( <b>HS Student information exempt from public records request</b> )	4011 N. University Dr #H201 Sunrise, FL 33351	754-234-5248	<a href="mailto:sanisaosborne08@gmail.com">sanisaosborne08@gmail.com</a>	HS Student
Arun Raghubir	3005 NW 73 Avenue Sunrise, FL 33313	561-564-7783	<a href="mailto:arunragbir@gmail.com">arunragbir@gmail.com</a>	Sustainable Products or Service Industry
Derric Tay	2681 N. Flamingo Road, #2204-S Sunrise, FL 33323	617-388-1498	<a href="mailto:derric.tay@outlook.com">derric.tay@outlook.com</a>	Environmentalist or Pro-Environmental Advocate
Gabriel Clarke	3121 NW 101 Avenue Sunrise, FL 33351	954-529-3849	<a href="mailto:gbrlclarke@gmail.com">gbrlclarke@gmail.com</a>	Resident at Large
Alanis Daisy Garay	10260 Reflections Blvd, Apt. #101, Sunrise, FL 33351	754-779-0317	<a href="mailto:alanisgaray@yahoo.com">alanisgaray@yahoo.com</a>	Sustainability Coordinator

\*Chairperson

\*\*Vice Chair



## AGENDA ITEM REQUEST

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**Originating Department:** Finance and Administrative Services

**Item Title:** Amendment

**Item Number:** 12B

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26066

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**Item Description:**

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), the Springtree Golf Fund (420), the Water and Wastewater Fund (401), and the Water and Wastewater System Reserve Fund (464); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

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**Funding:**

See Attachment

**Amount:**

See Attachment

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**ATTACHMENTS:**

**Background:**

This item amends the FY 2025/2026 Budget as follows:

**General Fund 001**

A: This item recognizes the appropriation of fund balance in the amount of \$305,000 and transfers the funding to the Springtree Golf Club Fund (420) to support expenditures related to the roof/truss replacement at the Bridges at Springtree Golf Club.

**Springtree Golf Club Fund 420**

A: This item recognizes a transfer in the amount of \$305,000 from the General Fund (001) and allocates funding to the appropriate account to support expenditures related to the roof/truss replacement at the Bridges at Springtree Golf Club.

**Water and Wastewater Fund 401**

B: This item recognizes a transfer in the amount of \$5,000,000 from the Water and Wastewater System Reserve Fund (464) and allocates funding to the appropriate account to support the expenditures related to the Interlocal Agreement with Broward County, which will be presented for approval at the City Commission meeting on March 24, 2026.

**Water and Wastewater System Reserve Fund 464**

B: This item recognizes the appropriation of fund balance in the amount of \$5,000,000 and transfers the funding to the Water and Wastewater Fund (401) to support the expenditures related to the Interlocal Agreement with Broward County, which will be presented for approval at the City Commission meeting on March 24, 2026.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Kareyann Ashworth

Phone: 954-746-3220

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**Department Head Name and Title:**

Susan Nabors, Finance and Administrative Services Director

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001), THE SPRINGTREE GOLF CLUB FUND (420), THE WATER AND WASTEWATER FUND (401), AND THE WATER AND WASTEWATER SYSTEM RESERVE FUND (464); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal Year 2025/2026 Budget Ordinance No. 720 is hereby amended to revise the General Fund (001), the Springtree Golf Club Fund (420), the Water and Wastewater Fund (401), and the Water and Wastewater System Reserve Fund (464), as more particularly set forth in the revised budget sheets which are attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

PASSED AND ADOPTED upon this second reading this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

FIRST READING

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moss

**BUDGET AMENDMENT  
GENERAL FUND  
FUND 001**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT NAME</b>	<b>ORIGINAL BUDGET</b>	<b>CURRENT BUDGET</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>ADJUSTED BUDGET</b>
<b><u>REVENUES</u></b>						
A 00.00.389.389900	FROM FUND BALANCE	497,400	2,250,900	305,000	0	2,555,900
<b>TOTAL FUND REVENUES</b>		<b>186,848,900</b>	<b>194,753,400</b>	<b>305,000</b>	<b>0</b>	<b>195,058,400</b>
<b><u>EXPENDITURES</u></b>						
A 49.60.581.509144	TRANSFER TO SPRINGTREE FD 420	579,320	579,320	305,000	0	884,320
<b>TOTAL FUND EXPENDITURES</b>		<b>186,848,900</b>	<b>194,753,400</b>	<b>305,000</b>	<b>0</b>	<b>195,058,400</b>

**BUDGET AMENDMENT  
SPRINGTREE GOLF CLUB  
FUND 420**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT NAME</b>	<b>ORIGINAL BUDGET</b>	<b>CURRENT BUDGET</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>ADJUSTED BUDGET</b>
<b><u>REVENUES</u></b>						
A 00.00.381.381001	TRANSFER FROM GENERAL FD 001	579,320	579,320	305,000	0	884,320
	<b>TOTAL FUND REVENUES</b>	<b>2,974,860</b>	<b>4,151,178</b>	<b>305,000</b>	<b>0</b>	<b>4,456,178</b>
<b><u>EXPENDITURES</u></b>						
A 39.21.572.504640	REPAIR AND MAINT BUILDING	65,400	310,082	305,000	0	615,082
	<b>TOTAL FUND EXPENDITURES</b>	<b>2,974,860</b>	<b>4,151,178</b>	<b>305,000</b>	<b>0</b>	<b>4,456,178</b>

**BUDGET AMENDMENT  
WATER AND WASTEWATER  
FUND 401**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT NAME</b>	<b>ORIGINAL BUDGET</b>	<b>CURRENT BUDGET</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>ADJUSTED BUDGET</b>
<b><u>REVENUES</u></b>						
B 00.00.381.381040	TRANSFER FROM SYSTEM RESRV	0	0	5,000,000	0	5,000,000
	<b>TOTAL FUND REVENUES</b>	<b>139,736,150</b>	<b>142,237,817</b>	<b>5,000,000</b>	<b>0</b>	<b>147,237,817</b>
<b><u>EXPENDITURES</u></b>						
B 42.60.536.503420	MISC CONTRACT SERVICES	122,930	122,930	5,000,000	0	5,122,930
	<b>TOTAL FUND EXPENDITURES</b>	<b>139,736,150</b>	<b>142,237,817</b>	<b>5,000,000</b>	<b>0</b>	<b>147,237,817</b>

**BUDGET AMENDMENT  
WATER AND WASTEWATER SYSTEM RESERVE  
FUND 464**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
<b><u>REVENUES</u></b>						
B 00.00.389.389900	FROM FUND BALANCE	27,623,650	27,623,650	5,000,000	0	32,623,650
	<b>TOTAL FUND REVENUES</b>	<b>49,072,480</b>	<b>49,072,480</b>	<b>5,000,000</b>	<b>0</b>	<b>54,072,480</b>
<b><u>EXPENDITURES</u></b>						
B 42.21.581.509140	TRANSFER TO WATER/WASWT FD 401	0	0	5,000,000	0	5,000,000
	<b>TOTAL FUND EXPENDITURES</b>	<b>49,072,480</b>	<b>49,072,480</b>	<b>5,000,000</b>	<b>0</b>	<b>54,072,480</b>



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** City Commission Budget

**Item Number:** 16A

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Commission discussion and/or action regarding Commission Budget. Mayor Michael J. Ryan.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Survey

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**Background:**

Agenda Item Requested by Mayor Michael J. Ryan.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Mayor Michael J. Ryan

Phone: 954-746-3250

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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## 2025 Mayor and City Commissioner Survey Broward County

Mayor and City Commissioner Allowance Survey	COCONUT CREEK	COOPER CITY	CORAL SPRINGS	DANIA BEACH	DAVIE	DEERFIELD BEACH
Number of Elected Officials	5	5	5	5	5	5
<b>Are the Elected Officials provided an auto allowance?</b> If yes, how much per Mayor and/or Commissioner? (Annual)	NO N/A	NO N/A	NO N/A	NO N/A	NO N/A	NO N/A
If yes, are receipts or any reporting on mileage required for reimbursement?	N/A	N/A	N/A	N/A	N/A	N/A
<b>Are the Commissioners provided an expense allowance?</b> If yes, how much per Mayor and/or Commissioner?	YES \$7,200/YR	NO N/A	YES \$3,839.69/YR-COMM \$4,799.96/YR-MAYOR	YES \$10,000/YR	YES \$5,400/YR	YES \$2,400/YR
If yes, are receipts required for reimbursement?	NO	N/A	NO	NO	NO	NO
Are any other allowances provided to the Mayor and/or Commissioners? Please describe:	NO N/A	YES-CELLPHONE \$1,200/YR IF NOT ISSUED BY CITY	YES-CELLPHONE \$600/YR	YES-CELLPHONE \$480/YR	NO N/A	YES - CLOTHING \$300/YR
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	N/A	\$ 30,000	N/A	\$ 125,000	\$ 15,000	N/A
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	N/A	YES	N/A	YES	YES, \$3,000 EACH	N/A
Are receipts required for the use of discretionary funds?	N/A	YES	N/A	YES	NO	N/A

## 2025 Mayor and City Commissioner Survey Broward County

Mayor and City Commissioner Allowance Survey	FORT LAUDERDALE	HOLLYWOOD	LAUDERHILL	MARGATE (Partial - Info from Budget)	MIRAMAR	NORTH LAUDERDALE
Number of Elected Officials	5	7	5	5	5	5
<b>Are the Elected Officials provided an auto allowance?</b> If yes, how much per Mayor and/or Commissioner? (Annual)	NO N/A	YES \$ 6,000	NO N/A	YES \$4,800	YES \$7,800	YES \$8,400/YR - COMM \$9,600/YR - MAYOR
If yes, are receipts or any reporting on mileage required for reimbursement?	N/A	NO	N/A	NO	NO	N/A
<b>Are the Commissioners provided an expense allowance?</b> If yes, how much per Mayor and/or Commissioner?	YES \$9,000/YR	NO N/A	YES \$12,600/YR - COMM \$13,800/YR - MAYOR	YES	YES \$12,500/YR	YES \$4,200/YR - COMM \$6,888/YR - MAYOR
If yes, are receipts required for reimbursement?	NO	N/A	NO		NO	NO
Are any other allowances provided to the Mayor and/or Commissioners? Please describe:	NO N/A	YES-CELLPHONE \$1,200/YR	YES-CELLPHONE	YES-CELLPHONE \$960/YR	NO N/A	YES-CELLPHONE \$900/YR
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	\$ 260,078	\$ 40,000	\$60,000 CITY COMMISSION EVENTS	\$ 10,000	\$ 250,000	\$ 7,500
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	YES	NO	N/A	YES	YES	YES
Are receipts required for the use of discretionary funds?	YES	YES	N/A		YES	



## 2025 Mayor and City Commissioner Survey Broward County

Mayor and City Commissioner Allowance Survey	TAMARAC	WESTON
Number of Elected Officials	5	5
<b>Are the Elected Officials provided an auto allowance?</b> If yes, how much per Mayor and/or Commissioner? (Annual)	YES \$8,400	NO N/A
If yes, are receipts or any reporting on mileage required for reimbursement?	NO	N/A
<b>Are the Commissioners provided an expense allowance?</b> If yes, how much per Mayor and/or Commissioner?	YES Can use discretionary funds (below) with receipts	NO N/A
If yes, are receipts required for reimbursement?	YES	N/A
Are any other allowances provided to the Mayor and/or Commissioners?  Please describe:	YES-CELLPHONE  \$600/YR	NO  N/A
How much discretionary funds are appropriated in the budget for the Mayor and/or Commissioners in total?	\$105,000 TOTAL \$20,000/YR - COMM \$25,000/YR - MAYOR	N/A
Are the discretionary funds allocated separately to the Mayor and each Commissioner?	YES	N/A
Are receipts required for the use of discretionary funds?	YES	N/A



## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Presentation

**Item Number:** 17A

**Meeting Date:** 3/10/2026

**City Reference Number (C#):**

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**Item Description:**

Presentation by City Staff regarding Utility Regulatory Updates. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

City staff will provide the City Commission a presentation regarding Utility Regulatory Updates.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Rodrigo de Castro

Phone: 954-888-6055

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 17B

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26028

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving an "Agreement to perform a 2026 revenue sufficiency update" between the City of Sunrise and Raftelis Financial Consultants, Inc.; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

401.42.60.536.503130 - Professional Services

**Amount:**

\$65,300.00

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**ATTACHMENTS:**

ATY Resolution - C26028  
Agreement

**Background:**

The City of Sunrise owns and operates a water and wastewater utility providing regional service to approximately 63,000 metered accounts. The City's utility service area includes the City of Sunrise, City of Weston, a portion of the Town of Southwest Ranches, and a portion of the Town of Davie.

The last Rate Sufficient Analysis was completed in 2021 and was focused on the creation of a conservation rate structure and was revenue neutral, with consideration of the 2020 Utilities Master Plan recommendations. Since that time, several impactful regulations have been introduced within the water and wastewater industry including Per- and Polyfluoroalkyl substances (PFAS) and Biolsolids from wastewater residuals. The City also completed a Supervisory and Data Acquisition (SCADA) Vulnerability Analysis in 2024. New regulations will require additional projects that were not included in the 2020 Utilities Master Plan nor contemplated as part of the recent Rate Sufficient Analysis, which necessitates an updated Rate Sufficiency Analysis.

To complete the Rate Sufficiency Analysis, City staff recommends entering into an agreement with a Financial Consultant, Raftelis Financial Consultants, Inc. (Raftelis). Raftelis has satisfactorily provided financial consulting services for the City for many years and completed the City's last Rate Sufficiency Analysis.

The scope of work includes the development of a detailed forecast of service area demands, projections of revenues and operating expenses which would include transfers to the other funds, a "by-capital project" funding analysis, and the evaluation of capital re-investment rate in support of the long-term funding of renewals, replacements, improvements and betterments to the System assets and utility plant. The results will be compiled in a report and presentation to stakeholders.

Raftelis provided a scope of work and fee for the study, which are considered fair and reasonable for the required effort to complete these services. It is requested that the City Commission waive the competitive bid requirement for these financial advisory services pursuant to Section 5-173(c)6 of the Code of the City of Sunrise, Florida. The Resolution authorizes the City Manager to approve up to \$10,000 of additional services, if needed. These services are adequately budgeted for within the FY 2025/2026 budget.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Rodrigo de Castro

Phone: 954-888-6055

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN “AGREEMENT TO PERFORM A 2026 REVENUE SUFFICIENCY UPDATE” BETWEEN THE CITY OF SUNRISE AND RAFTELIS FINANCIAL CONSULTANTS, INC.; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise owns and operates a water and wastewater utility providing service to the City of Sunrise, City of Weston, a portion of the Town of Southwest Ranches, and a portion of the Town of Davie; and

WHEREAS, in 2021, the City of Sunrise contracted Raftelis Financial Consultants, Inc. (Raftelis) to complete a revenue sufficiency analysis focused on the creation of a conservation rate structure. Since that time, several impactful regulations have been introduced to the water and wastewater industry that require an update to the previous analysis; and

WHEREAS, Raftelis has provided financial consulting services to the City for many years, has extensive knowledge of the City’s utility systems, customer base and rate structures, and completed the previous revenue sufficiency analysis for the City; and

WHEREAS, City staff and Raftelis have prepared an agreement to perform a 2026 revenue sufficiency update including an update to the financial forecast and model to evaluate the ability of water, wastewater, and reclaimed utility rates to fund additional and unplanned capital expenditures.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals and hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. An “Agreement to Perform a 2026 Revenue Sufficiency Update” (Agreement) between the City of Sunrise and Raftelis Financial Consultants, Inc. is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Agreement.

Section 4. The City Manager is hereby authorized to approve change orders in excess of the total price, provided the aggregate amount of the change orders does not exceed \$10,000.00.

Section 5. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are hereby waived for financial advisor services.

Section 6. City staff are hereby authorized to perform all acts required for the full performance of the Agreement, including modification of the project schedule as set forth in the approved Agreement; however, any material amendments to the Agreement require approval of the City Commission.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



January 19, 2026

Rodrigo de Castro, P.E.  
Director of Utilities  
City of Sunrise  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

Subject: **Agreement to Perform a 2026 Revenue Sufficiency Update**

Dear Mr. de Castro:

Raftelis is pleased to submit this agreement to provide utility and rate consulting services (the "Agreement") to the City of Sunrise (the "City"). The Agreement is being provided based on our discussions with the City regarding the need to update the financial forecast and model to evaluate the ability of water, wastewater, and reclaimed utility (the "Utility" or "System") rates to fund additional and unplanned capital expenditures since the prior study (the "Project"). Based on discussions with City staff, key reasons for undertaking this project include, but are not limited to, regulatory requirements resulting in new and additional capital expenditures related to PFAS and biosolids impacting the sufficiency of rate revenues, as well as, assessing the operational savings tied to AMI metering infrastructure.

Specifically, it is envisioned that we will perform a comprehensive revenue sufficiency and an eleven-year financial forecast of the System operations and capital funding requirements. This will include development of a detailed forecast of service area demands, projections of revenues and operating expenses which would include transfers to the other funds, a "by-capital project" funding analysis, and the evaluation of capital re-investment rate in support of the long-term funding of renewals, replacements, improvements and betterments to the System assets or utility plant. Next we will perform an allocation of costs between the individual water and wastewater systems to evaluate the sufficiency of the utility revenues to fully fund the identified revenue requirements for each utility system (it is assumed that the reclaimed water system is a component of the wastewater system). This task will include a review of the fiscal position based on certain financial metrics, a projection of cash flow requirements by specific fund, and the preparation of a management dashboard that will present the financial position and key assumptions with the ability to adjust key components and assumptions. This evaluation may result in the need to increase / adjust rates that may be different than the application of the price indexing process currently used by the City associated with its standard rate adjustment process.

This Agreement presents: i) the Raftelis project team and primary contact of our management team; ii) the scope of services to be performed by Raftelis; iii) the estimated project schedule based on our discussions to date and understanding of the scope to perform such services, and iv) the estimated contract price or fee for consideration by the City.

Based on our understanding of the Project, Raftelis proposes the following:

## **PROJECT TEAM**

With respect to the performance of the Project, Mr. Thierry Boveri will serve as the Project Manager responsible for the day-to-day requirements with the aid of Mr. Matthew Ori as the lead analyst. Both Mr. Boveri and Mr. Ori have worked for the City on prior engagements, including prior revenue sufficiency studies, and will be the primary contacts between the City and Raftelis. Raftelis may utilize other employees to perform the Project as needed. With the exception of the Principal-in-charge and the Project Manager delineated above, Raftelis may use any personnel to complete the project which may be different than that assumed in the development of the project cost estimate as discussed later in this Agreement.

## **SCOPE OF SERVICES**

The scope of services to be performed by Raftelis relative to this Project is included herein as Attachment A, which is made a part of this Agreement.

## **COMPENSATION AND BILLING**

Based on the scope of services as summarized in Attachment A, we propose to establish a not-to-exceed contract budget to perform the Project on behalf of the City in the amount of \$65,300. The hourly billing rates to be utilized for the project are shown in Attachment B, which is made a part of this Agreement. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses consistent with the City's current travel policies, if any. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify the City in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

The costs incurred by Raftelis for such other direct costs, if any, will be billed based on the actual cost to provide service. It is proposed that Raftelis would bill monthly for services relative to this engagement based on the sum of: i) Percent completion and submission of deliverables; and ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses incurred by Raftelis, if any, as required to assist in Project completion.

## **PROJECT SCHEDULE**

The term of this Agreement shall be through the completion of the services identified in this Agreement or no more than Two (2) years from notice to proceed. Upon receiving notice to proceed by the City, Raftelis will provide the utility rate and financial due diligence consulting services as identified in Attachment A of this Agreement. Raftelis will not start the Project until we receive from the City a formal notice to proceed. It is anticipated that the scope of services will be completed in order to present the findings to the City Commission. Accordingly, the project schedule as identified above may be modified to the extent that the information, studies, and assumptions to be provided by the Raftelis extend beyond the City's anticipated timeline to perform the evaluation.

## TERMS AND CONDITIONS

Standard terms and conditions, which are made part of this Agreement, are set forth in Attachment C.

## NOTIFICATION

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement, and for the rendering of invoices for services provided by Raftelis under this Agreement shall include the following:

For City of Sunrise:

Rodrigo de Castro, P.E.  
Director of Utilities  
City of Sunrise  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325  
Phone Number: 954-888-6055  
Email: [Rdecastro@sunrisefl.gov](mailto:Rdecastro@sunrisefl.gov)

For Raftelis:

Mr. Thierry A. Boveri  
Senior Vice President  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Avenue, Suite 300  
Maitland, FL 32751  
Phone Number (office): 407-628-2600  
Phone Number (cell) 407-421-1400  
Email: [TBoveri@raftelis.com](mailto:TBoveri@raftelis.com)

With a copy to:

City Attorney  
City Attorney's Office  
City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

Mr. Matthew N. Ori  
Senior Consultant  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Avenue, Suite 300  
Maitland, FL 32751  
Phone Number (office): 407-628-2600  
Phone Number (cell) 407-304-7603  
Email: [MOri@raftelis.com](mailto:MOri@raftelis.com)

## DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist. Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the respective Parties should issue debt based on analyses and evaluations performed associated with this Agreement. The information developed as part our preliminary financial due diligence analyses and evaluations of the System is intended only to provide information useful in evaluating the potential service and acquisition strategies of the City. If the City decides at some future date to issue debt, the City will engage its independent, registered Financial Advisor (also a member of the City Acquisition Team) to assist in

evaluating the availability of different types of debt, and the specific terms, conditions, and the timing for issuing debt, which will be affected by market conditions and the City's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond disclosure report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By signing this Agreement indicating its approval and acceptance of the of the proposed scope of work and fees, the City also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at [www.msrb.org](http://www.msrb.org).

**SEVERABILITY**

If any term or provision of this Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.


We are providing two copies of this Agreement for the City's approval. If this Agreement is acceptable to the City, please execute both copies and return one to our offices. The other copy is for the City's records. We appreciate the opportunity to continue providing utility and financial consulting services to the City.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement 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 Raftelis Financial Consultants, Inc., by and through its Vice President, duly authorized to execute same.

**CITY OF SUNRISE, FLORIDA**

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

By: \_\_\_\_\_  
Michael J. Ryan  
Mayor

By:   
Thierry A. Boveri  
Vice President

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

\_\_\_\_ 19<sup>th</sup> day of January, 2026.

**AUTHENTICATION:**

**APPROVED AS TO FORM FOR THE CITY:**

By: \_\_\_\_\_  
Felicia M. Bravo, City Clerk  
(SEAL)

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

## ATTACHMENT A

### CITY OF SUNRISE, FLORIDA 2026 REVENUE SUFFICIENCY UPDATE SCOPE OF SERVICES

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Raftelis Financial Consultants, Inc. (Raftelis) will update the existing water and wastewater financial model for the City of Sunrise (City) based upon the tasks enumerated below:

Task 1 – Data Acquisition and Review: Raftelis will prepare a data request to obtain the necessary customer billing statistics, financial, contractual agreements and other pertinent documents necessary to update the water and wastewater financial forecast. Upon receipt of the information and after preliminary review, Raftelis will attend one (1) virtual meeting with staff to discuss the key Project goals and review the data provided to discuss any necessary clarification, additional data needs or other issues associated with the Project. Raftelis will be mindful of the responsibilities of the City's Finance department's on-going work to finalize the audit and will work closely to minimize impacts to City staff in the procurement of the necessary data for this Project, to the extent practical.

Task 2 – Analysis of Historical Customer Statistics and Revenue Forecasts: Based on data availability, Raftelis will evaluate up to three (3) years of historical statistical information as compiled and provided by the City to analyze trends and overall System requirements, including, but not limited to, the number of water and wastewater accounts served by customer class and amount of associated billed water and wastewater flows. Based upon the review of this historical data and actual reported revenue collections, Raftelis will develop a revenue projection for five (5) to an eleven (11) fiscal year period ending September 30, 2026 potentially through September 30, 2035 (the "Forecast Period") individual water and wastewater system (the W&S System or "System"). The Forecast Period will ultimately be determined based on discussions with City staff and availability of a CIP forecast.

This task will also involve the recognition of other operating revenues, revenues derived from other utility transactions (e.g., customer service charges) and other financial resources that may accrue to the benefit of the System.

Task 3 – Development of Operating Expense Projections: This task involves the development of the estimated amount of operating expenses required to be funded for the Forecast Period. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred by the System; ii) assist in the projection of expenditures for the applicable forecast period; and iii) recognize changes in operating costs due to changes in regulatory requirements, utility operations and the implementation of the capital improvement program. Finally, other operating expenses such as additional personnel, inter-fund transfers, administrative allocations, contingency reserves, insurance needs, and other expenses that may be required to fully recover the cost of operation will be evaluated.

Task 4 – Capital Improvement and Funding Analysis: This task involves a review of the System five (5) fiscal year or applicable capital improvement program and other engineering planning documents, and the performance of a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period. This task will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the System and to estimate interest income earned on

unrestricted and restricted fund balances as defined in the Bond Resolution for the utility system (assist in determination of rate covenant compliance with any existing or anticipated Bond Resolution which is adopted to authorize the issuance of System debt).

Task 5 – Other Revenue Requirement Identification: In order to meet the financial obligations of the City's System, Raftelis will review the financial aspects of the City's System in order to potentially identify other revenue requirements that may need to be included which may not have been previously referenced in tasks 3 or 4, such as existing and proposed debt service, capital leases and/or recommended transfers to operating and capital reserve balances for the long-term sustainability of operations to minimize the risk of unexpected increases to rates as may be possible from such a planning exercise. This task may also include assistance in the development of fiscal policies in terms of working capital maintenance, the funding of other departmental capital or maintenance reserves for items such as vehicles and equipment, and the recognition of any other transfer requirements that may be associated with the System.

Task 6 – Development of Net Revenue Requirements and Rate Impact Analyses: Based on the aforementioned tasks, Raftelis will prepare a summary of the total net revenue requirements of the System and the accompanying rate impact requirements for each fiscal year of the Forecast Period. Raftelis will also prepare a rate comparison with other neighboring entities for water and wastewater services.

Task 7 – Compliance Analysis: This task will be conducted in order to satisfy existing or anticipated rate covenant requirements and the flow of fund requirements as generally defined in a governing bond resolution that authorizes the issuance of the System debt (i.e., SRF Loan Agreement covenants, etc.). The compliance analyses will be performed for the Forecast Period to present compliance with such requirements under existing and proposed rates of the System. At the conclusion of this task, Raftelis will attend one (1) virtual meeting to present the findings of the Project to City staff.

Task 8 – Technical Memorandum and Report Preparation: Raftelis will prepare a brief technical memorandum summarizing the assumptions and findings in support of our recommendations.

Task 9 – Presentation to City Commission: Raftelis will prepare a briefing document or PowerPoint presentation and attend one (1) meeting to present the findings of the study to City Commission and one (1) Board Meeting.

**MEETINGS**

As discussed in Tasks 1, 7, and Task 9 pursuant to the scope of services, Raftelis has allowed for the attendance of three (3) virtual meetings and one (1) on-site meetings including: a) preliminary kick-off meeting to discuss information, questions or issues that may arise after submission of the data request; b) presentation of the preliminary findings and recommendations to staff; and c) presentation of findings and recommendations to the Mayor and the City Commission. The onsite and virtual meetings identified in this scope of services include:

Description	Number of Meetings
Kick-off / Data Compilation Review Meeting (Virtual)	1
Meeting with City Staff and City Administration During Project Analysis to Review Results (Virtual)	2
Presentation at Public Hearings - City Commission and Board (In Person)	2
Total Meetings	5

## **CITY STAFF ASSISTANCE**

As with any major study performed for a public utility, City staff will be called upon to provide assistance to Raftelis in order to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by City staff:

- The gathering of specific customer, operational and facility data and information to be used in the Project;
- Assistance and direction during the development and formulation of proposed fees; and / or
- General review and providing of comments on the results of our analyses and reports to the City.

## **ADDITIONAL SERVICES**

During the course of the study, the City may request additional services from Raftelis. Such services will not be conducted until authorized in writing by the City as mutually agreed between the City, and Raftelis. Billing for such additional services will be based on the hourly rate schedule of Raftelis members as shown in this Agreement or some other basis as mutually agreed between the City and Raftelis in writing. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of on-site and teleconference meetings in addition to what is contemplated in the scope of services.
2. Development of a detailed level of service analysis or capital facility analysis, including the use of consulting engineers / outside professionals that may be requested by the City to obtain the necessary information required to complete the study.
3. Delays in the project schedule which are at no fault of Raftelis, which may have impacts on analyses performed and which would affect the budget for the scope of services reflected herein.
4. Preparation of any other documents or reports requested by the City that have not been specifically included in this agreement.
5. Evaluation of the methodology used by the City to collect connection fees from new growth or applicants requesting capacity from the System.
6. Preparation of a detailed rate fee ordinance and rate resolution, which has been assumed in the preparation of this Agreement to be the responsibility of the City's legal counsel.

To the extent additional services are performed by Raftelis for this Project but the total cost of the Project including the additional services, does not exceed the City's budgeted cost of the study, no additional services will be billed to the City.

**ATTACHMENT B**

**CITY OF SUNRISE, FLORIDA  
UTILITY RATE AND FINANCIAL CONSULTING SERVICES**

**SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

**DIRECT LABOR HOURLY RATES**

<b>Position</b>	<b>Hourly Rate (1) (2)</b>
Executive Vice President / Senior Principal	\$410
Senior Vice President	\$400
Vice President	\$370
Senior Manager	\$330
Manager	\$290
Senior Consultant	\$255
Consultant	\$230
Associate Consultant	\$190
Analyst	\$160
Administration	\$100

[1] These rates will be in effect for calendar year 2026 and will then increase annually by 3% unless specified otherwise by contract. Travel and lodging expenses will be billed at actual cost to the City in accordance with the City's travel policy as set forth in Section 2-2 of the City Code.

[2] For services related to the preparation for and participation in deposition and trial/ hearing, the standard billing rates listed above will be increased by an amount up to 50%.

**(Remainder of page intentionally left blank)**

**I. SCOPE**

Raftelis Financial Consultants, Inc. (Raftelis) agrees to perform the professional consulting services described in the agreement (Work) that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the City of Sunrise (Client or City), shall constitute a binding agreement on both parties (hereinafter the "Agreement").

**II. COMPENSATION**

The Client, as defined in the agreement, agrees to pay for the services as billed within 30 days of receiving the invoice. Amounts paid after 30 days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

**III. RESPONSIBILITY**

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

**IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS**

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis'

subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client. Any opinions or recommendations are intended for the exclusive use of the Client and shall not be provided to any other party without the written consent of Raftelis. Any opinions or advice shall speak only as of the time it is provided to the Client and may not be valid after the passage of time.

**V. INDEMNIFICATION**

Raftelis agrees to indemnify, defend, and hold Client harmless from and against liability caused by the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability caused by the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

**VI. INSURANCE**

Raftelis shall maintain during the life of the agreement the following minimum insurance:

- 1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any One Person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Products – Completed / Operation	\$2,000,000
General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

#### VII. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

#### VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

#### IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

#### X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Except as set forth in the indemnification section of the Contract, should the Parties be involved in legal action arising under, or connected to, this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

#### XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

#### XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

#### XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

#### XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, arising out of or related to any such unauthorized change, alteration, or reuse. Nothing contained herein shall be deemed a transfer, assignment, or divestiture by Raftelis of its trade secrets, expertise, or intellectual property.

#### XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control

make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

#### XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender to the Primary Contacts listed in the Notifications Section of this Agreement.

This agreement may be terminated by Raftelis: (a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 90 days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work

actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

#### XVII. E-VERIFY REQUIRED

Raftelis and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Raftelis agrees and acknowledges that the Client is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Raftelis by entering into this Agreement with the Client, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees; (ii) during the year prior to making its submission or entering into this Agreement, no contract of Raftelis was terminated by a public employer in compliance with Section 448.095, Florida Statutes; and (iii) Raftelis is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Additionally, Raftelis shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into the Agreement and then annually on each anniversary of the Agreement's Effective Date. The Client's receipt of proof that Raftelis and each subcontractor performing through Raftelis are E-Verify system participants is a condition precedent to entering this Agreement. The submission of an executed affidavit, similar to the affidavit in Exhibit A, from the Raftelis and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement.

Notwithstanding any other provision herein, if the Client has a good faith belief that Raftelis or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. Raftelis shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement based on the failure of Raftelis or its subcontractors to comply with the E-Verify requirements referenced herein.

**XVIII. HUMAN TRAFFICKING AFFIDAVIT**

Raftelis warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Raftelis has executed a Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

**XIX. NOTICES**

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

**XX. PUBLIC RECORDS**

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

**Addendum to Attachment C**

- a. **Discriminatory Vendor List.** 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 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 Agreement, Raftelis certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
- b. **Public Entity Crimes.** 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 Raftelis 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 Agreement, Raftelis certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.
- c. **Scrutinized Company.**
1. Pursuant to Section 287.135, Florida Statutes, Raftelis 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.
  2. Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Raftelis 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 List created pursuant to Section 215.473, Florida Statutes; and Raftelis further certifies that it is not engaged in business operations in Cuba or Syria.

3. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Raftelis 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 the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

d. Public Records. Raftelis shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Raftelis and the Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Raftelis shall:

1. Keep and maintain public records required by the City to perform the services provided hereunder.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Raftelis does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Raftelis or keep and maintain public records required by the City to perform the service. If Raftelis transfers all public records to the City upon completion of the Agreement, Raftelis shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Raftelis keeps and maintains public records upon completion of the Agreement, Raftelis shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of

the City.

If Raftelis fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Agreement. If Raftelis fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF RAFTELIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RAFTELIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RAFTELIS SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE ((954) 746- 3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

- e. Electronic Recordkeeping. Raftelis certifies that its products and services meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.
- f. Non-Discrimination. Raftelis warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.
- g. Compliance with Laws. Raftelis and its services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- h. E-Verify - Employment Eligibility
  - 1. Raftelis warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Raftelis (1) has 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) has verified that all of the Raftelis's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the

employment eligibility of all newly hired workers.

2. Raftelis 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. Raftelis 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 Agreement which requires a longer retention period.
3. City shall terminate this Agreement if it has a good faith belief that Raftelis has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Raftelis's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Raftelis to terminate its contract with the subcontractor and Raftelis shall immediately terminate its contract with the subcontractor.
4. If City terminates this Agreement pursuant to the subsection 3 above, Raftelis shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Raftelis shall also be liable for any additional costs incurred by City as a result of the termination.
  - i. Foreign Gifts and Contracts. Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract 100,000.00 or more, Raftelis 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. Raftelis 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 Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.
  - j. Waiver Of Jury Trial. Both parties hereby waive a jury trial and will proceed to a trial by judge if necessary.
  - k. Prohibited Telecommunications Equipment . Raftelis 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 through 52.204-26. Raftelis 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 Agreement.

I. Antitrust Violations. Raftelis 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 Agreement, Raftelis certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: February 19, 2026 Signed: \_\_\_\_\_

Entity: Raftelis Financial Consultants Inc. Name: Thierry Boveri, CGFM

Title: Senior Vice President

STATE OF FLORIDA \_\_\_\_\_ COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19th day of February, 2026,

by Thierry Boveri, as Senior VP. for Raftelis Financial Consultants, who is personally known to me or who has produced FDL as identification.

Notary Public Signature: \_\_\_\_\_

State of Florida at Large (Seal)

Print Name: German Pagani

My commission expires: 6/27/29



**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

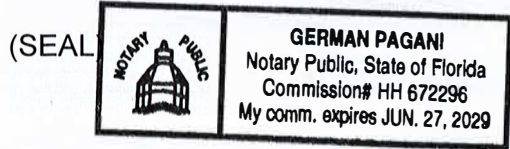
In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: February 19, 2026  
 Entity: Raftelis Financial Consultants Inc.  
 Signature: [Handwritten Signature]  
 Print Name: Thierry Boveri, CGFM  
 Title: Senior Vice President

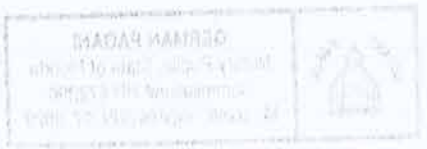
STATE OF FLORIDA  
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 19th day of February, 2026, by Thierry Boveri, as Senior V.P. of Raftelis Financial Consultants Inc.



[Handwritten Signature]  
 Signature of Notary Public – State of Florida  
German Pagani  
 Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced  Identification  
Type of Identification Produced FLDL



## ATTACHMENT D COST ESTIMATE

Line No.	Activity	Task Ref.	Senior Vice President	Senior Consultant	Associate Consultant	Analyst	Clerical & Admin.	Totals	Cost By Task
1	<b>Project Billing Rates (S/Hour)</b>		\$ 400.00	\$ 255.00	\$ 190.00	\$ 160.00	\$ 100.00		
	<b>Water and Wastewater Revenue Sufficiency</b>								
2	Kickoff and Data Request and Data Compilation and Review	1	2	4	-	-	1	7	\$ 1,920
3	Development of Customer Usage Forecast	2	2	8	16	6	-	32	6,840
4	Billing Frequency and Analysis - Adjustments to Prior Evaluation	2	1	6	8	-	-	15	3,450
5	Development of Revenue Projections from Existing Rates	2	1	4	10	-	-	15	3,320
6	Development of Operating Expense Projections	3	2	6	12	-	-	20	4,610
7	Capital Improvement and Funding (Flow of Funds) Analysis	4	3	12	8	-	-	23	5,780
8	Other Revenue Requirement Identification and Management Dashboard	5	3	6	14	-	-	23	5,390
9	Rate Comparison with Neighboring Utilities (Update to Prior Comparison)	6	-	1	-	4	-	5	895
10	Development of Net Revenue Requirements and Rate Impact Analysis	6	2	4	8	-	-	14	3,340
11	Compliance Analysis	7	1	3	6	-	-	10	2,305
12	Documentation of Revenue Sufficiency Analysis (Report)	8	4	16	24	-	12	56	11,440
13	Presentation to City Commission (PPT)	9	4	8	2	-	4	18	4,420
	<b>Client Meetings</b>								
14	Kick-off Meeting / Data Review (Attended Concurrent with Phase 1 Activities)	1	2	4	-	-	2	8	2,020
15	Meeting to Review Financial Forecast with Administration (1 Virtual)	7	2	4	-	-	2	8	2,020
16	Meeting to Present Final Report to Other Required Parties (1 Virtual)	8	2	4	-	-	2	8	2,020
17	Present Findings to City Commission or Administration	9	6	6	-	-	2	14	4,130
18	<b>Project Management</b>	All	2	-	-	-	2	4	1,000
19	<b>Total Project Hours</b>		39	96	108	10	27	280	
20	<b>Total Direct Labor Cost</b>		\$ 15,600	\$ 24,480	\$ 20,520	\$ 1,600	\$ 2,700	\$ 64,900	\$ 64,900
21	<b>Average Hourly Billing Rate</b>							231.79	
22	<b>Allowance for Other Direct Costs - Travel Expenses / Rounding</b>								\$ 400
23	<b>Total Proposed Project Cost</b>								<u>\$ 65,300</u>



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## Detail by Entity Name

Foreign Profit Corporation  
RAFTELIS FINANCIAL CONSULTANTS, INC.

### Filing Information

**Document Number** F05000000923  
**FEI/EIN Number** 20-1054069  
**Date Filed** 02/10/2005  
**State** NC  
**Status** ACTIVE

### Principal Address

227 West Trade Street  
Suite 1400  
Charlotte, NC 28202

Changed: 02/09/2017

### Mailing Address

227 WEST TRADE STREET  
SUITE 1400  
CHARLOTTE, NC 28202

Changed: 07/06/2016

### Registered Agent Name & Address

HAIRSTON, ANTHONY  
463 Wilford Avenue  
Longwood, FL 32750

Name Changed: 01/23/2015

Address Changed: 01/23/2015

### Officer/Director Detail

#### **Name & Address**

Title CORPORATE SECRETARY

McIntyre, Christine  
227 West Trade Street  
Suite 1400  
Charlotte, NC 28202

Title President, CEO

BRANDT, PEIFFER A.  
 227 West Trade Street  
 Suite 1400  
 Charlotte, NC 28202

Title Chairman

Burns, Bernard  
 227 West Trade Street  
 Suite 1400  
 Charlotte, NC 28202

Title Executive Vice President

Conti, Elaine V, EVP  
 227 West Trade Street  
 Suite 1400  
 Charlotte, NC 28202

**Annual Reports**

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2024	02/08/2024
2025	01/15/2025

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[02/10/2005 -- Foreign Profit](#)

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## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 17C

**Meeting Date:** 3/10/2026

**City Reference Number (C#):** C26046

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**Item Description:**

A Resolution of the City of Sunrise, Florida, to Award Bid No. 26-34-01-VH for Sludge Cake Hauling and Disposal to H & H Liquid Sludge Disposal, Inc.; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

401.42.59.536.503441 - Sludge Removal-Wastewater

**Amount:**

Estimated annual expenditure \$2,184,400.00

Not to exceed budgeted funds for FY 25/26  
Subsequent years subject to budget approval

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**ATTACHMENTS:**

ATY Resolution - C26046  
Bid Tabulation  
Sunbiz - H & H Liquid Sludge Disposal, Inc.

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**Background:**

The Utilities Department contracts services to haul wastewater biosolids (sludge) from its Springtree and Sawgrass Wastewater Treatment Plants (WWTP) to an approved Residual Management Facility (RMF) as regulated by the Florida Department of Environmental Protection. The Southwest WWTP biosolids are hauled and processed at the Sawgrass WWTP.

The current contract for Sludge Cake Hauling and Disposal services awarded in March of 2024 has two (2) one-year renewal options remaining. However, the vendor declined to renew due to the significant increases in this industry as a result of full implementation of Florida's revised biosolids rule (F.A.C. 62-640) along with uncertainty of new regulations.

Bid No. 26-34-01-VH was advertised, and four responses were received. The lowest responsive and responsible bidder, H & H Liquid Sludge Disposal, Inc. (H&H), provided a price of \$132.00 per wet ton, whereas the City's current contract has a rate of \$84.84 per wet ton. This represents an increase of approximately 56%. The second lowest bidder submitted a price which represents an approximate 63% increase.

Staff conducted research into comparison of pricing with other municipalities and found two comparable contracts that are higher than what the City is being offered under this bid. Research also showed that one additional comparable contract will not be renewed as that vendor cannot continue to hold pricing. Other contracts identified were not comparable because the City's specifications identify "raw" biosolids versus "stabilized".

Additionally, staff requested a price clarification from H&H and they explained regulatory changes were considered and reflected in their pricing. The updated rule significantly restricts land application through tighter permitting requirements, nutrient loading limits, and operational constraints. Staff has been able to determine cost reasonableness when all of these factors are considered.

Reference checks were performed for H & H Liquid Sludge Disposal, Inc. and all references were favorable. The Purchasing Office and the Utilities Department have reviewed the response and recommend an award for these critical services.

No Sunrise vendors were solicited because there are no vendors listed in the Business Tax License directory that supply these services.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Victoria Hernandez, MBA

Phone: 954-572-2276

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 26-34-01-VH FOR SLUDGE CAKE HAULING AND DISPOSAL TO H & H LIQUID SLUDGE DISPOSAL, INC.; AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No. 26-34-01-VH for sludge cake hauling and disposal to H & H Liquid Sludge Disposal, Inc. is hereby approved in an amount not to exceed the FY2025-2026 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the Bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

---

Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_

GUZMAN: \_\_\_\_\_

KERCH: \_\_\_\_\_

SCUOTTO: \_\_\_\_\_

RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

---

Thomas P. Moss



BID NO: BID 26-34-01-VH

BID TITLE: Sludge Cake Hauling

OPENING DATE: February 5, 2026

TIME: 2:00 PM

<b>COMPANY NAME</b>	<b>GRAND TOTAL BID OFFER</b>
H & H Liquid Sludge Disposal, Inc.	\$2,184,400.00
Merrell Bros. Inc.	\$2,288,814.00
Synagro Technologies, Inc.	\$2,598,486.00
Revinu, Inc.	\$4,433,880.00

Notes:

Bid document required a quantity of 2 for Line # 3. H&H Liquid Sludge Disposal, Inc. had an error in extension of price. In accordance with bid documents, in the event of discrepancy in extension of price unit cost will govern. Correction is listed herein and does not change the ranking order.

Revinu, Inc.

Did not provide a price for Line 3. They are proposing an alternate method.

**BID OPENED BY:**

Victoria Hernandez, MBA, NIGP-CPP, CPPB



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## Detail by FEI/EIN Number

Florida Profit Corporation  
H & H LIQUID SLUDGE DISPOSAL, INC.

### Filing Information

**Document Number** 579930  
**FEI/EIN Number** 59-1832613  
**Date Filed** 07/24/1978  
**State** FL  
**Status** ACTIVE

### Principal Address

6990 US HWY 27  
BRANFORD, FL 32008

Changed: 04/27/2007

### Mailing Address

P O BOX 390  
BRANFORD, FL 32008

Changed: 04/27/2007

### Registered Agent Name & Address

STEPHEN C. HACHT  
6990 US HWY 27  
BOX 390  
BRANFORD, FL 32008

Name Changed: 04/06/2021

Address Changed: 04/27/2007

### Officer/Director Detail

#### **Name & Address**

Title President

HACHT, STEPHEN C  
27627 65TH ROAD  
BRANFORD, FL 32008

Title Secretary/Treasurer

Matthews, Kathryn Hacht  
 6994 US HWY 27  
 Branford, FL 32008

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